

### Assessment

### GRADING SYSTEMS

Different grading systems are used for different grade levels. Some will be limited to letter grades, some will be limited to pass/no pass grading and the remainder will be optional letter or pass/no pass grades, upon agreement between the instructor and student. At all grade levels, trimester core virtues are graded as well as behaviors that affect learning.

### Lower School

- Students in the lower school are provided progress reports on a trimester
- For Lower School students, parent/faculty conferences are held in the fall to discuss academic and social progress. During the spring semester, student-led conferences are held where each student can discuss their social development and display their academic work.

### Upper School

- Students in the Upper school are provided progress reports on a trimester basis. Conferences are held in the fall and spring with parents to discuss academic and social progress.
- At the end of each year, students receive a cumulative grade, which is the average of the three trimesters.
- Upper School Grading Scale:
  - o 90-----100 A
  - o 80----89.9 B
  - o 70----79.9 C
  - o 60-----69.99 D
  - o 59.9 or below Failing



### **Benchmarks**

See TVDS Curriculum Guide for each grade level and subject area



### Course Offerings

### INFORMATION IN COURSE LISTINGS

Each course listing contains the course grade level, the subject abbreviation, a dash, and the written title of the class. It will also contain (HS) after the written title if the course is offered for high school credit (HS).

### STUDENT UNITS AND HOURS

Credit for courses offered at Terra Verde are awarded in trimester units. Trimesters (Fall, Winter, and Spring) are 12-14 weeks in duration; Summer session course offerings are subject specific. Courses meeting in the Summer session, or for less than the full semester, require an equivalent number of hours prorated on a per week basis.



The Lower School program carefully considers all aspects of a child's development: emotional, social, physical, and cognitive. We believe that children learn best in a positive environment that utilizes developmentally appropriate curriculum that builds upon itself year after year. It is our hope that our curriculum is an expression of Terra Verde's mission, which is to preserve the joys of childhood, while cultivating creativity and critical thinking that stresses the importance of entrepreneurial enthusiasm, ecological sustainability, and ethical benevolence. We recognize that the first years of a child's academic life are critical for establishing positive attitudes and a love for learning. We value the natural desire to learn through discovery and self-expression. We continue to strive to build upon our students' curiosity, while instilling in them the importance of virtuous behavior.



# LOWER SCHOOL - COURSE OFFERINGS MAP

Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade
*K ART - Art	01 ART - Art	02 ART - Art	03 ART - Art	04 ART - Art	05 ART - Art
*K ENG - English	01 ENG - English	02 ENG - Language Arts	03 ENG - Language Arts	04 ENG - Language Arts	05 ENG - Language Arts
*K HAN - Handwriing	01 HAN - Handwriting	02 HAN - Handwriting	03 HAN - Handwriting	04 HAN - Handwriting	05 HAN - Handwriting
*K HR - Homeroom	01 HR - Homeroom	02 HR - Homeroom	03 HR - Homeroom	04 HR - Homeroom	05 HR - Homeroom
*K MAND - Mandarin	01 MAND - Mandarin	02 MAND - Mandarin	03 MAND - Mandarin	04 MAND - Mandarin	05 MAND - Mandarin
*K MAT - Math	01 MAT - Math	02 MAT - Math	03 MAT - Math	04 MAT - Math	05 MAT - Math
*K MUS - Music	01 MUS - Music	02 MUS - Music	03 MUS - Music	04 MUS - Music	05 MUS - Music
*K PE - Physical Wellness	01 PE - Physical Wellness	02 PE - Physical Wellness	03 PE - Physical Wellness	04 PE - Physical Wellness	05 PE - Physical Wellness
*K SCI - Science	01 SCI - Science	02 SCI - Science	03 SCI - Science	04 SCI - Science	05 SCI - Science
*K SS - Social Studies	01 SS - Social Studies	02 SS - Social Studies	03 SS - Social Studies	04 SS - Social Studies	05 SS - Social Studies

### Extracurricular Activities:

Bonus Time Chess Club Lego Club Academic Team Debate Team Basketball Volleyball Cross Country

<sup>\*</sup> Enrichment day activities are offered and by student choice.



The Upper School program is designed to carry out Terra Verde's mission by helping young people in grades 6-8 acquire knowledge and skills through conversation, discovery, and deep understanding. We strive to inspire a love of learning, self-knowledge, and meaningful community membership. During the middle grade years, students experience rapid growth intellectually, emotionally, and physically. They gradually take ownership of the learning process, build relationships, and come to appreciate their own individuality as they prepare to take on the challenges of life. Our expectations in middle school are to elevate the challenge, while remaining aligned with the developmental capacities of the students. Because grades 6-8 represent a critical period in the life of a child, the members of our faculty are not only discipline area specialists, but also dedicated individuals who enjoy working with young children. Our course offerings parallel the requirements of most private preparatory schools.



## MIDDLE SCHOOL - COURSE OFFERINGS MAP

	6th Grade	7th Grade	8th Grade
Math	06 MAT - Math	07 MAT - Math 07 PA - Prc-Algebra 07 ALG - Algebra I (HS Credit)	08 ALG - Algebra OS ALG - Algebra OS ALG - Geometry (HS Credit)
Homeroom	06 HR - Homeroom	07 HR - Homeroom	08 HR - Homeroom
Language Arts	06 ENG - English	07 ENG - English	08 ENG - English
Science	06 SCI - Science	07 SCI - Science	08 PS - Physical Science (HS Credit)
Social Studies	06 SS - Social Studies	07 SS - Social Studies	08 SS - Social Studies
Spoken Languages	06 MAND - Mandarin 06 SPAN - Spanish	07 MAND - Mandarin 07 SPAN - Spanish	08 MAND - Mandarin (HS Credit) 08 SPAN - Spanish
Electives	06 ART - Art 06 LAT - Lain 06 MUS - Music 06 PE - Physical Wellness	07 ART - Art 07 LAT - Latin 07 MUS - Music 07 PE - Physical Wellness	08 ART - Art 08 LAT - Latin 08 MUS - Music 08 PE - Physical Wellness
Leadership	06 WIOW - Work It Out Week LoveWorks	07 WIOW - Work It Out Week LoveWorks	08 WIOW - Work It Out Week LoveWorks
Committees  Extracurricular Activities: Bonus Time Chess Club Lego Club Academic Team Debate Team Basketball Volleyball Cross Country	06 BEA - The Beatles Committee 06 BG - Board Games Committee 06 BOT - Botball Committee 06 CER - Ceramics Committee 06 COM - Community Outreach Committee 06 HEAL - Hike Explore & Learn Committee 06 JOU - Journalism Committee 06 MAR - Marimba Composition Committee 06 SPO - Sports Committee	07 BEA - The Beatles Committee 07 BG - Board Games Committee 07 BOT - Botball Committee 07 CER - Ceramics Committee 07 COM - Community Outreach Committee 07 HEAL - Hike Explore & Learn Committee 07 JOU - Journalism Committee 07 MAR - Marimba Composition Committee 07 SPO - Sports Committee 07 SPO - Sports Committee	08 BG - Board Games Committee 08 BOT - Botball Committee 08 CER - Ceramics Committee 08 COD - Breaking the Code Committee 08 HEAL - Hike Explore & Learn Committee 08 JOU - Journalism Committee 08 MAR - Marimba Composition Committee 08 MAR - Marimba Composition Committee 08 SCT - Rockin the Science Vibe Committee 08 SCT - Screnity Now Committee 08 SER - Serenity Now Committee 08 SPO - Sports Committee 08 TA - LS Teacher Assistant Committee



### 6th GRADE

### 6 ENG - ENGLISH

Course Description: The grade 6 English curriculum seeks to build writing skills, an appreciation of literature, and an increased understanding and awareness of the scope and structure of spoken and written language. Students write for varied purposes, such as descriptive, narrative, expository, and poetry. In order to develop strong writing skills, we study sentence structure, parts of speech, and mechanics. We also build a foundation of literary elements in order to analyze the increasingly sophisticated literature throughout the year, such as plot, symbolism, conflict, theme, character development, and tone. Speaking and listening skills are modeled, practiced, and applied to build competence and confidence in public speaking and appropriate audience participation. In addition to the four main language arts: reading, writing, speaking, and listening, students develop viewing skills in analyzing visual text, including photography, paintings, and film which accompany written text. Students are also required to complete reading assignments beyond course reading, which provides them with the opportunity to apply the academic skills they have acquired.

### 6 SCI - SCIENCE 6

Course Description: Science is an exciting subject for students just entering middle school. Terra Verde students begin to learn the basics of the scientific method, experimental design and data collection. The various subjects that are covered follow this format. Building blocks of this level of science include learning states of matter, atomic theory, introduction to the periodic table, fundamentals of chemistry, electromagnetism, earth systems (constructive/destructive forces), and several other units used to prepare for 7th grade curriculum.

### 6 SS - SOCIAL STUDIES

Course Description: Social Studies is the study of human society past and present. In this class, we learn about the world and the peoples who live in it by studying three major areas: geography, history, and world Religions. Our main focus is on history, which we study by looking at five major civilizations: Fertile Crescent civilizations, India, Greece, Rome, and China. We also devote time to the study of five major world religions: Hinduism, Buddhism, Judaism, Christianity, and Islam. By the end of this year, students are able to discuss in general the geography, history, and culture of each of these civilizations and religions.

### 6 MAT- MATH

Course Description: Math in Focus Course 1 (6th Grade Math) The critical areas that are emphasized in 6th grade math include: 1. Connecting ratio and rate to whole number multiplication and division, and using concepts of ratio and rate to solve problems 2. Completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers 3. Writing, interpreting, and using expressions and equations 4. Developing an understanding of statistical thinking



### 7th GRADE

### 7 ENG - ENGLISH

The Grade 7 English curriculum builds upon the middle grade foundational knowledge established in the previous years. Literature is more sophisticated regarding vocabulary, structure, time period and content. Students add on to their writing toolbox as they explore ways to manipulate sentence structure through continued grammar and vocabulary study to develop their own writing style. Descriptive, narrative, expository and poetry are modes of writing covered similar to sixth, but with more focus on the recursive process of the writing process. In addition to this, we also cover research skills and ethical writing for documenting sources. We add on to our knowledge of literary elements and figurative language, such as different forms of characterization, inference, and analyzing author's purpose. Visual literacy becomes more sophisticated as students compare and contrast different forms of media. Similar to sixth grade, students are required to complete reading assignments beyond course reading.

### 7 SCI - SCIENCE

Students have a basic understanding of the scientific method at this point. This helps them begin to design experiments, collect, graph and interpret data. With a basic foundation of science, we build on their knowledge by using previous experiences from 6th grade. Units covered for the second time dive deeper and perform more complex experiments. The curriculum at this level introduces new topics such as diversity, heredity, earth systems, renewable and non-renewable resources, and biology.

### 7 SS - SOCIAL STUDIES

The seventh grade Social Studies curriculum focuses on colonialism and imperialism by looking at Medieval Europe and the transition to colonialism, as well as by examining four civilizations both before and after their encounters with Europeans: Mesoamerican civilizations, West and Central African civilizations, India, and Japan. By the end of the year, students are able to discuss in general the geography, history, and culture of these civilizations, as well as describe how they both resisted and adapted to European rule.

### 7 MAT - MATH

Course Description: Math in Focus Course 2 (7th Grade Math) The critical areas that are emphasized in 7th grade math include: 1. Developing an understanding of and applying proportional relationships 2. Developing an understanding of operations with rational numbers and working with expressions and linear equations 3. Solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes 4. Drawing inferences about populations based on samples



### 7 MAT- PRE ALGEBRA

Course Description: Math in Focus Course 3 (Pre-Algebra) The critical areas that are emphasized in pre-algebra include: 1. Formulating and reasoning about expressions, solving linear systems of equations, modeling an association in bivariate data 2. Developing understanding of functions and using functions to describe quantitative relationships 3. Analyzing geometric figures using distance, angle, similarity, and congruence, and applying the Pythagorean Theorem



### 8th GRADE

### 8 ENG - ENGLISH

8th Grade English focuses on literature and writing revolving around the theme of identity. Analysis of poetry using Pre-AP strategies help students understand theme and structure of various poems. Visual literacy includes film studies of The Outsiders and Life is Beautiful. Students will also have a solid foundation on literary terminology and figurative language knowledge and usage upon completion of Upper Middle School.

### **8 SCI - SCIENCE**

Physical Science lessons are organized into 22 chapters that introduce and cover the beginnings of the scientific process and include properties of matter, history and structure of the atom, the periodic table, chemistry, acids & bases, Newtonian physics, energy and magnetism.

### 8 SS - SOCIAL STUDIES

The eighth grade Social Studies curriculum focuses on the geographic, economic, social, and political history of the United States. By examining different periods in U.S. history, we will explore how concepts central to the American identity-democracy, freedom, and rugged individualism, to name a few-changed and developed from our country's founding to the modern era.

### 8 MAT- ALGEBRA I

Algebra I The categories under which Terra Verde's Upper School Algebra I concepts fall are as follows: 1. Number and Operation 2. Algebraic Reasoning and Algebra 3. Functions 4. Data and Probability. The critical areas that are emphasized in Algebra I include: 1. Perform arithmetic with polynomials and rational expressions. 2. Recognize, represent, interpret, and reason with expressions, equations, functions, inequalities, and systems of equations/inequalities. 3. Display, describe, compare, and make predictions about data. 4. Calculate probabilities and apply probability concepts.



### Extracurricular Activities

### ATHLETICS

Upper School students in grades 6-8 are invited to participate in school supported athletic events Monday through Friday and sometimes on weekends. Kinder through 5th grade students often play in local recreation leagues with all TVDS teams.

### **Academic Requirements**

In order to participate in Terra Verde sponsored sporting events a student must have a C or above in all classes during the athletic season.

### Physical for Participation

In order for any Terra Verde student to participate in athletics, they need to undergo a physical by a licensed physician. The results of the physical should be uploaded to the student's portfolio prior to participation. A form will be available to provide to doctor/physician.

https://drive.google.com/file/d/0Bx-WtM1b7F8UZE9RVDJSc0cwTU0/view?usp=sharing

### Athletic Excuses

Athletic excuses may be issued only by a parent, a certified athletic trainer, or a doctor. They MUST be in writing and brought to the attention of the coach and administrative office.

### Terra Verde Code of Ethics and Conduct

As a basic principle, Terra Verde believes that the lessons learned from fairly played athletics, whether interscholastic or not, and including games and practices, are of benefit to students. The purpose of this Code of Ethics and Conduct is to define "fairly played" and to provide guidelines for athletes, coaches, and spectators.

Proper Conduct and Good Sportsmanship – At the heart of this matter lie several terms which are often hard to define, yet no more important task confronts faculty and coaches than to set standards which are fair and honorable. Throughout this code, when such terms as "proper conduct" and "good sportsmanship" are mentioned, they refer to such standards as these:

- Treat other persons as you know they should be treated, and as you wish them to fairly treat you.
- Regard the rules of the game as agreements, the spirit or letter of which should not be evaded or broken.
- Treat officials and opponents with respect.
- Accept absolutely and without quarrel the final decision of any official.
- Honor visiting teams and spectators as your own guests and treat them as such. Likewise, behave as an honored guest yourself when visiting another school.



- Be gracious in victory and defeat; learn specially to take defeat well.
- Be cooperative and competitive.
- Remember that actions on and off the field reflect on Terra Verde.

### Athletics offered at TVDS

- 1. Co-ed Cross Country
- 2. Girls Volleyball
- 3. Boys Basketball
- 4. Girls Basketball



### **Grade Level Competencies**

See TVDS Curriculum Guide for each grade level and subject area



### **Student Progress**

### General Academic Requirements

### (1). Graduation Requirements

In order to receive a diploma from Terra Verde, a student must complete the prescribed course of study that generally includes language arts, mathematics, a foreign language, history, science, art, music, physical education and wellness, and committee. Students must pass all of their courses in order to receive a diploma. In the lower and upper school, a student may be required to make up a failed course in order to be promoted into the next grade. In these cases, the student must repeat the course in an approved summer program or receive at least 40 hours of tutoring over the summer to earn a satisfactory grade on their final transcript. In such cases, the student may be required to pass a competency exam in order to advance. Competency exams are only an option for those students who fail a course.

### (2). Homework

Lower school students are not given homework in grades K-2nd, with the exception of a daily reading expectation and occasional family projects. As the student progresses from 3rd to 5th, we begin to assign appropriate amounts of homework to prepare the student for an Upper School education. Lower school parents will be made aware of all out-of-class assignments. Our philosophy emphasizes preserving the joys of childhood and our attitude towards homework aligns with this goal.

Upper School students are given out-of-class assignments for every academic course. Each assignment should be completed and submitted prior to the required due date. Parents are not made aware of all homework assignments. When a student is having difficulty with effort or organization, the school requires faculty, parents and/or guardians to initial the homework organizer/planner as a method of communication between parents and faculty.

### (3). Advisory Time

Upper School students are provided advisory time as the final period during the academic year. In order to emphasize homework completion, our upper school faculty communicate to advisory faculty members when students have not submitted work. At this point, the advisory time faculty member will require the students to work on incomplete assignments. Students who exhibit a strong work ethic and put forth extraordinary effort are given the gift of time to further explore interests of their choosing.



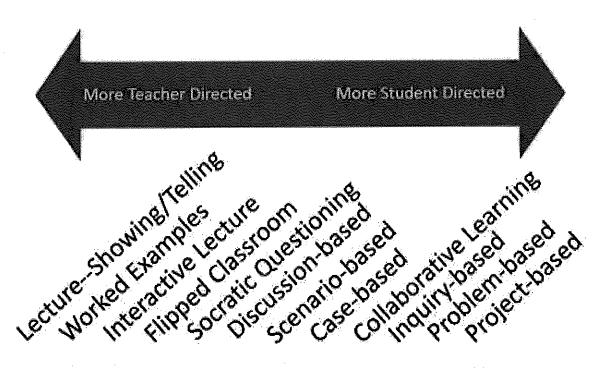
(4). Extra Help/Tutoring

Extra Help/Tutoring sessions may be scheduled with our faculty to reinforce classroom instruction or offer an extra challenge. This can be at the faculty member or the student's request. These after school sessions are to be coordinated between the faculty member and the parents. The costs associated with these sessions are determined by the faculty member and the parent/guardian.



### **Teaching Methods**

Terra Verde administration promotes research-based instructional strategies and classroom techniques that improve student performance and learning. Because of the autonomy provided to maintain our students love of learning, there is no single most effective teaching method for all contexts. The visual below provides a continuum between teacher and student-directed methods that will be explored when providing academic instruction.



<Exposition

<inquisition>

Generation>

<sup>\*</sup> Teaching methods are chosen to accomplish specific objectives. Methods are not universally more or less effective; they are more or less appropriate for the learning objectives, the student needs, and different learning environments or modalities.



### Responsive Classroom School

At Terra Verde, we believe that children learn best when equal emphasis is placed on academic and social-emotional skills. We seek to educate and nurture the whole child--intellectually, emotionally, and socially. We're proud to be a Responsive Classroom school. Seven principles guide the Responsive Classroom approach: 1. The social curriculum is as important as the academic curriculum. 2. How children learn is as important as what they learn: process and content go hand in hand. 3. The greatest cognitive growth occurs through social interaction. 4. To be successful academically and socially, children need a set of social skills: cooperation, assertion, responsibility, empathy, and self-control. 5. Knowing the children we teach—individually, culturally, and developmentally—is as important as knowing the content we teach. 6. Knowing the families of the children we teach and working with them as partners is essential to children's education. 7. How the adults at school work together is as important as their individual competence: Lasting change begins with the adult community.

Morning Meetings utilizing Responsive Classroom approaches are a critical part of the Terra Verde educational experience. It is how we start the day and connects students with our virtues program and emphasizes the importance of social-emotion health. It is the time for us to gather together in multiage groups to learn about one another, to model the values we share, and to reflect on what is important to us as a community. It is a time where courtesy, warmth, fun, and safety reign, where children experience a sense of significance and of belonging in the Terra Verde community. This powerful Responsive Classroom practice promotes a climate of trust, and encourages positive behavior. It sets the tone for our day in an exciting and adventurous way. The Morning Meeting has been led by teachers, students, staff, community members, and parents.



### Textbooks/Virtual Programs

Terra Verde Discovery School limits textbook purchasing and instead utilizes virtual resources that directly connect with project-based learning units. The following textbooks are utilized:

### 1st-8th grade - Singapore Math

• Glencoe Algebra 1 2018 - ISBN-13; 9780079061843 | MHID: 0079061842

### Novels for Language Arts

### 6th Grade

1. Hatchet - By Gary Paulsen

Publisher: Simon & Schuster Books for Young Readers; Reissue edition (December 26, 2006)

Language: English
Paperback: 192 pages
ISBN-10: 1416936475
ISBN-13: 978-1416936473

2. Hoot - By Carl Hiaasen

Publisher: Yearling; Reprint edition (December 27, 2005)

Language : English
Paperback : 292 pages
ISBN-10 : 0440419395
ISBN-13 : 978-0440419396

### 7th Grade

1. Tuck Everlasting – by Natalie Babbit

ASIN: 0312369816

Publisher: Square Fish (August 21, 2007)

Language: English
Paperback: 160 pages
ISBN-10: 9780312369811
ISBN-13: 978-0312369811



2. The Giver- By Lois Lowry

ASIN: 0544336267

Publisher: HMH Books for Young Readers; Reprint, Media Tie In edition (July 1, 1993)

Language: English
Paperback: 240 pages
ISBN-10: 9780544336261
ISBN-13: 978-0544336261

### 8th Grade

1. The Outsiders - S.E. Hinton

Publisher: Speak; Platinum ed. edition (April 20, 2006)

Language : English
Paperback : 224 pages
ISBN-10 : 014240733X
ISBN-13 : 978-0142407332

2. The Boy in the Striped Pajamas - by John Boyne

Publisher: David Fickling Books; Reprint edition (October 23, 2007)

Language: English
Paperback: 215 pages
ISBN-10: 0385751532
ISBN-13: 978-0385751537

3. The Boy who Dared - by Susan Campbell Bartoletti

Publisher: Scholastic Press (December 26, 2018)

Language : English
Paperback : 208 pages
ISBN-10 : 043968014X
ISBN-13 : 978-0439680141

4. Prisoner B – 3087 – by Alan Gratz

Publisher: Scholastic Press (March 1, 2013)

Language: English Hardcover: 272 pages ISBN-10: 054545901X ISBN-13: 978-0545459013



### 5th Grade Novels:

1. A Long Walk to Water - by Linda Sue Park

Publisher: HMH Books for Young Readers; Illustrated edition (October 4, 2011)

Language: English
Paperback: 128 pages
ISBN-10: 0547577311
ISBN-13: 978-0547577319

2. Tiger Rising – by Katie Dicamillo

ASIN: 0763680877

Publisher: Candlewick; Reissue edition (December 8, 2015)

Language: English
Paperback: 144 pages
ISBN-10: 9780763680879

3. The Watsons Go to Birmingham - by Christopher Paul Curtis

ASTN: 0440414121

Publisher: Yearling (September 8, 1997)

Language: English
Paperback: 210 pages
ISBN-10: 9780440414124
ISBN-13: 978-0440414124

4. Number the Stars - Lois Lowry

Publisher: HMH Books for Young Readers; Reissue edition (May 2, 2011)

Language : English
Paperback : 160 pages
ISBN-10 : 0547577095
ISBN-13 : 978-0547577098



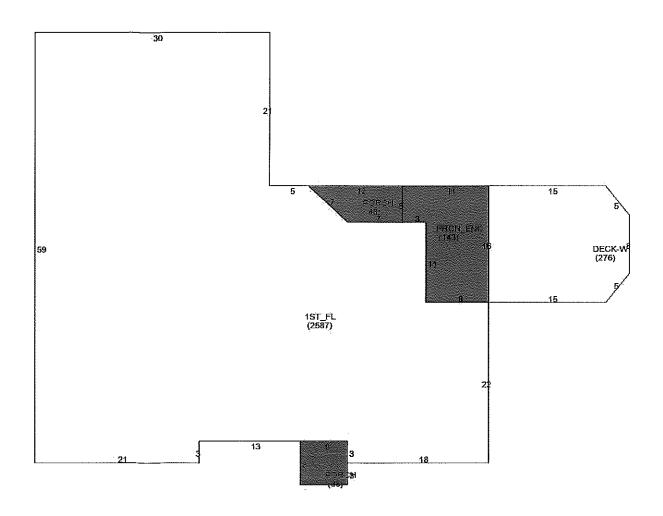
### **FACILITIES**

### Building 1 (Administrative Building)

The original home of TVDS has been converted into an administrative building. This 2587 sq.ft structure includes four offices, one greeting room, a faculty lounge, and kitchen.









### Leasing/Owning

The Admin building is included in the lease with Norman School Land, LLC (a triple net lease contract). See contract here: (upload link)

### Location/Address

Admin Building 1000 36<sup>th</sup> Ave SE Norman, Ok 72026

### **Building Description**

The building was constructed in 1992. The foundation is a concrete slab. The water is connected to Norman City water. The heating/cooling are package units.

### Number of Classrooms

Building is used for administrative purposes, no classroom. See description above.

### Library/Computer Lab

Not applicable in this building.

### **Utilities**

Electric - Oklahoma Electric Cooperative (OEC)

Water – City of Norman

Trash – City of Norman

Internet – Cox Fiber Communications



### **FACILITIES**

### Campus Grounds

In addition to the campus buildings, the ponds, gardens, and woodlands provide ample opportunities for nature-based learning. Our 1.2 mile cross country track surrounds campus. We build a love of nature in our students by taking our learning outdoors as much as possible. Walking around our campus, you'll often find reading, writing, and math lessons taking place outdoors in the fresh air and sunshine. In 2015, our students and parents completed a construction project culminating in a beautiful outdoor classroom. They collaborated to build a covered bridge, classroom seating, teepee, birdhouses, and even a fairy house.



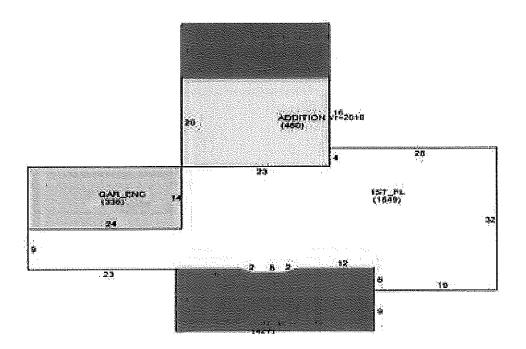
### **FACILITIES**

### **Building 7 (Living Learning Center)**

This 2,345 sq ft structure can be utilized as a living learning center. This year we have not utilized the facility but starting in 2021, our Transitions program will use the space for cooking lessons, basic hygiene, and social gatherings.









### Leasing/Owning

Terra Verde leases the building from Norman School Land, LLC (a triple net lease contract). See contract here: (upload link)

### Location/Address

Living Learning Center 620 36<sup>th</sup> Ave SE Norman, Ok 72026

### **Building Description**

The building was remodeled in 2019. The foundation is a concrete slab. The roof is composite using a gable style. The water is on a well. The heating/cooling are package units.

### Number of Rooms

The building houses 4 rooms and a common area.

### Utilities

Electric- OEC

Water - City of Norman

Trash - City of Norman

Internet - OEC Fiber Communications recently moved to campus.



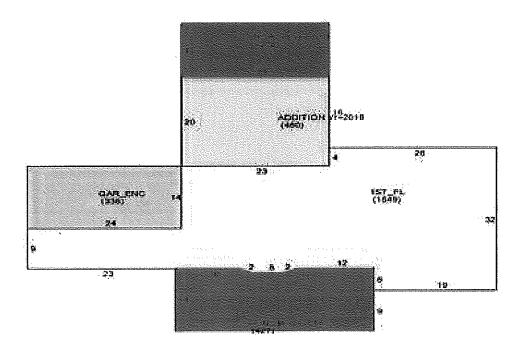
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Living Learning Center 620 36<sup>th</sup> Ave SE Norman, Ok 72026

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### **Utilities**

Electric- OEC

Water — City of Norman

Trash — City of Norman

Internet — OEC Fiber Communications recently moved to campus.



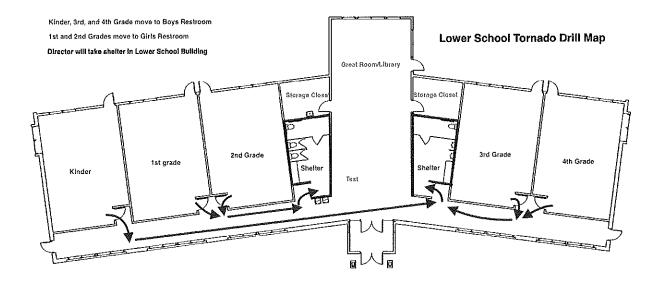
### **FACILITIES**

### Building 2 (Lower School Building)

The Lower School building houses the Great Room, used both as a library and a school-wide meeting space, as well as five classrooms whose natural lighting create an optimal learning environment for our students. The building is 7,281 sq ft.









### Leasing/Owning

The Lower School building is included in the lease with Norman School Land, LLC (a triple net lease contract). See contract here: (upload link)

### Location/Address

Lower School Building 1000 36<sup>th</sup> Ave SE Norman, Ok 72026

### **Building Description**

The building was constructed in 2012. The foundation is a concrete slab. The roof is metal using a gable style. The water is connected to Norman City water. The heating/cooling are package units.

### Number of Classrooms

The building houses 5 classrooms.

### Library/Computer Lab

The school library is located in the great room of this building. It provides space for morning meetings, gatherings, and library lessons. Each classroom in the Lower school has 4 iPads available for center time usage.

### **Utilities**

Electric - OGE
Water – City of Norman
'Trash – City of Norman
Internet – Cox Fiber Communications



### **FACILITIES**

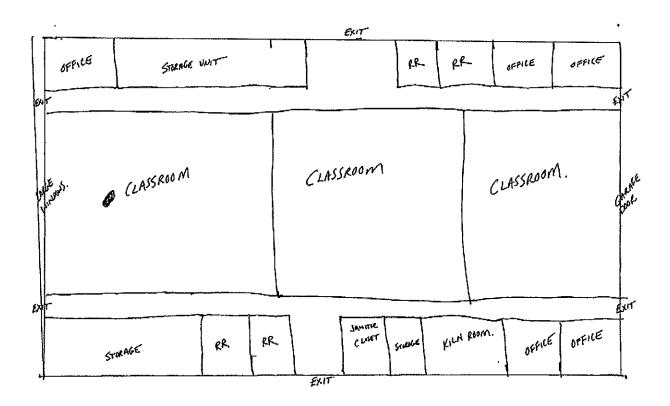
### Building 6 (The Barn)

The Barn at TVDS was remodeled to accommodate for Covid-19 protocols. The large classrooms allow for social distances along with separate restroom facilities and HVAC systems. This 8190 sq ft structure houses multiple office meeting areas, a kiln room, and storage for TVDS equipment.





THE BARN @ TVOS





## Leasing/Owning

Terra Verde leases the building from Norman School Land, LLC (a triple net lease contract). See contract here: (upload link)

#### Location/Address

The Barn at Terra Verde 620 36<sup>th</sup> Ave SE Norman, Ok 72026

#### **Building Description**

The building was remodeled in fall of 2020. The foundation is a concrete slab. The roof is metal with a 50 year foam insulation and seal placed on the topside providing a great R-value. The water is on a well. The heating/cooling are package units.

#### Number of Classrooms

The building houses 3 classrooms, 5 offices, two storage rooms and a kiln room for our art program.

## Library/Computer Lab

Our Kinder and Pre-k program will be located in the building along with Art.

#### Utilities

Electric- OEC

Water – City of Norman

Trash – City of Norman

Internet – OEC Fiber Communications recently moved to campus.



# **FACILITIES**

# **Building 4 (The Nest)**

The Nest at Terra Verde was designed as a model multipurpose facility for our students, faculty, and guests who visit campus. The multifaceted functionality demonstrates how sustainable thinking, in its broadest context, can be used to construct structures that are in balance with our academic and social goals on campus.

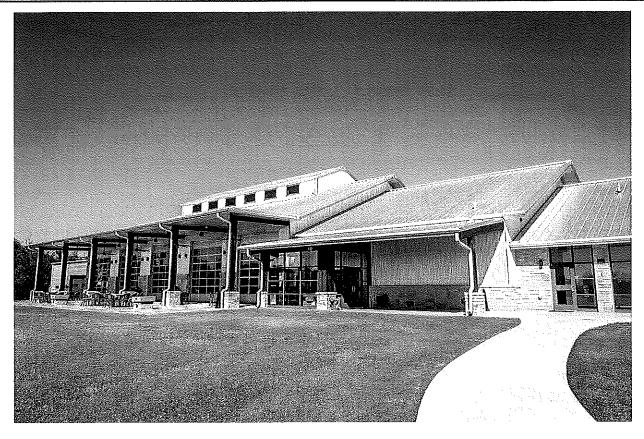
Working with Barrett L. Williamsons Architects, contractors, and Star Building Systems, the facility—which is over 20,475 sq. ft—required metal framing to provide a stable structure for the large spans and weight of the infrastructure.

Using Star Building Systems' metal framing as the base, a mixed pallet of native stone and wood accents the building, and elements, such as the five garage doors, give way to an enormous Pennsylvania blue stone patio. "The natural wood elements within the gym clerestory and ceiling, coupled with the natural light, garage doors, and patio open up to a panoramic view of the athletic field makes the facility feel naturally ardent and inviting with the Oklahoma landscape," explained Snyder.

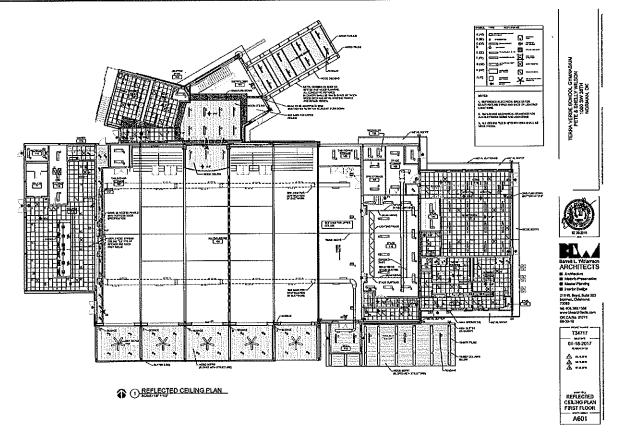














## Leasing/Owning

Terra Verde leases the building from Norman School Land, LLC (a triple net lease contract). See contract here: (upload link)

#### Location/Address

The Nest @ Terra Verde 850 36<sup>th</sup> Ave SE Norman, Ok 72026

## **Building Description**

The building was constructed in 2019. The foundation is a concrete slab. The roof is metal using a gable style. The water is connected to Norman City water. Natural gas is utilized in the kitchen area, The heating/cooling are package units.

#### Number of Classrooms

The building houses 1 music classroom.

#### Library/Computer Lab

The facility is used for PE classes, music performances, plays, cooking and cultural learning experiences, meetings, and events.

#### **Utilities**

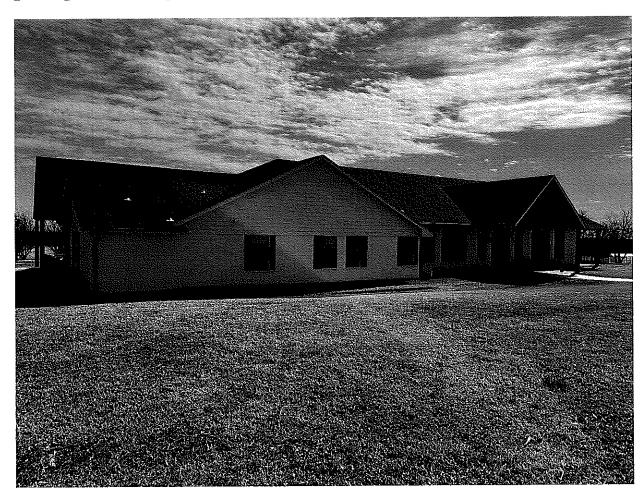
Electric- OGE
Water – City of Norman
Trash – City of Norman
Gas – Oklahoma Natural Gas (ONG)
Internet – Cox Fiber Communications



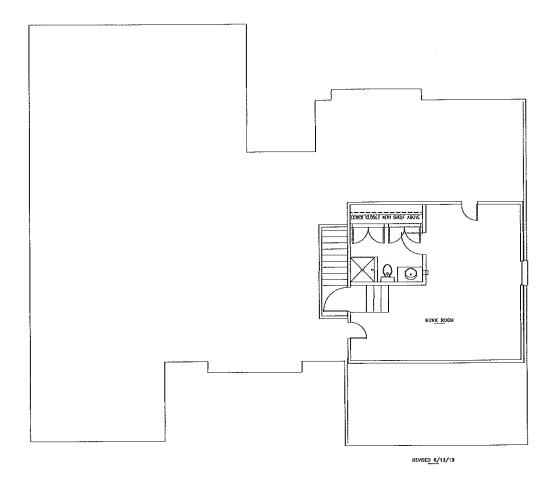
# **FACILITIES**

# **Building 5 (Transitions Building)**

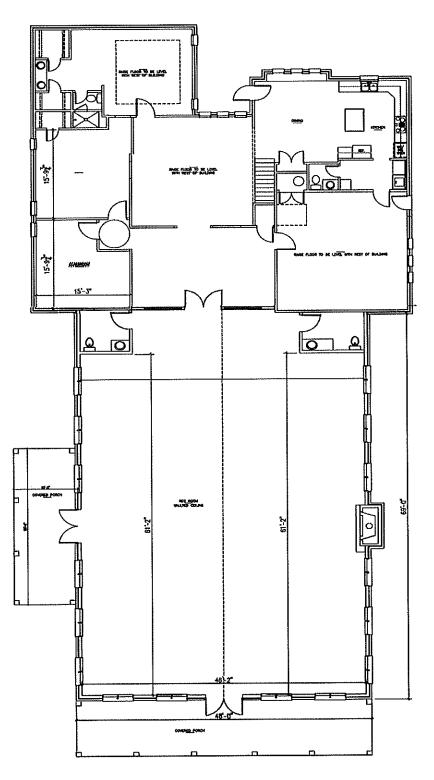
Remodeled in 2020, the Transitions building includes 4 classrooms, 5 restrooms, and four storage closets. Students ages 14-22 utilize this building as we strive to create a program that focuses on independent living skills for students with disabilities. The large room is a perfect space for social gatherings, weekend hangouts for students, and smaller banquets on campus.













## Leasing/Owning

Terra Verde leases the building from Norman School Land, LLC (a triple net lease contract). See contract here: (upload link)

## Location/Address

Transitions @ Terra Verde 800 36<sup>th</sup> Ave SE Norman, Ok 72026

## **Building Description**

The building was renovated in 2020. The foundation is a concrete slab. The roof is composite using a gable style. The water is on a well. The heating/cooling are package units.

## Number of Classrooms

The building houses 4 music classrooms.

## Student Union Area

Great student-hang out place on campus.

#### **Utilities**

Electric- OEC

Water – City of Norman

Trash – City of Norman

Internet – OEC Fiber Communications recently moved to campus.



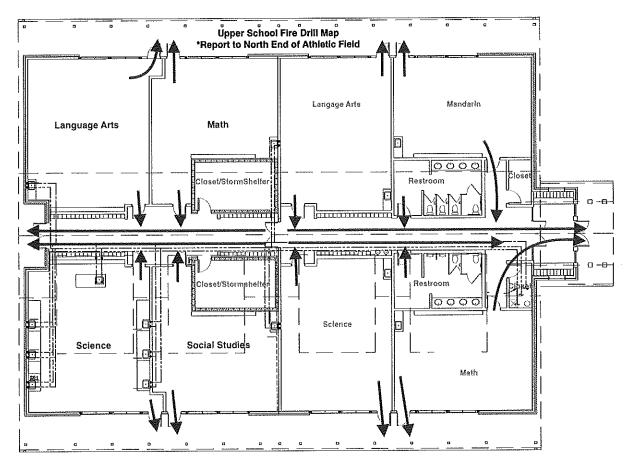
# **FACILITIES**

# **Building 3 (Upper School Building)**

Constructed in 2015, and an addition completed in 2017, the Upper School building houses 8 classrooms, 3 restrooms, and four storage closets (2 are storm shelters). Students in grades 6-8 utilize this building. The building includes math classrooms, science lab rooms, social studies classroom, and language arts, Mandarin, Spanish and Latin classrooms. The building is 10,798 sq ft.









## Leasing/Owning

The Upper School building is included in the lease with Norman School Land, LLC (a triple net lease contract). See contract here: (upload link)

#### Location/Address

Upper School Building 1000 36<sup>th</sup> Ave SE Norman, Ok 72026

## **Building Description**

See description above

#### Number of Classrooms

8 classrooms

## Library/Computer Lab

Not applicable as chrome book carts are available as well as individual faculty libraries

#### Utilities

Electric - OGE Water - City of Norman Trash - City of Norman Internet - Cox Fiber Communications



# **Accounting Practices**

TVDS utilizes a cash basis accounting practice.



<u>Budget</u>

# Terra Verde Discovery School Profit and Loss

# Income **Apparel Shop** Before Care **Bonus Time** Campus Improvement Reimbursements Committees/Clubs/Teams Income Athletics Basketball Volleyball **Total Athletics** Total Committees/Clubs/Teams Income Deferrals Held-Square Deferrals Released-Square **Donations** General Funds Terra Verde PTO Funds Truist/UPS - MS Funds **Total Donations Fundraisers** Amazon Smile Classroom Fundraiser **FAFFF Golf Tournament AYSTMS** Mulligans Sponsorships Teams **Total Golf Tournament** Green Gala Donation **Drinks Donation Event Tickets-Single Event Tickets-Spouse Event Tickets-Table** Headwear Jeep Raffle Tickets Live Auction Items Silent Auction Items Sponsorships Square Fees Wine Pull Total Green Gala

Snack Shack

Solar Cafe Xander Brayfield **Total Fundraisers** Interest Earned Other Income Rent Receivable **Summer Camps** Art Camp Camp TV **Total Summer Camps** The Nest Rental Income Tuition & Fees **Academic Tuition Application Fee** Late Fees **Resource Tuition RW Enrollment Fee Tuition Deposit Income Total Tuition & Fees Total Income Gross Profit** Expenses 8th Grade Graduation Athletics Basketball Team Volleyball Team **Total Athletics** Bank Fees **Annual Fee Credit Card Interest Square Account Fees** Stop Payment Fee **Total Bank Fees Bonus Time Expenses Campus Improvement Projects** Greenhouse Gym-800 House-800 North House-620 Owl Park Solar Field

Total Campus Improvement Projects Committees/Clubs/Teams

Academic Team
Ceramics Committee
Math Olympiad Club
Sunshine Team

# Total Committees/Clubs/Teams **Educational Expenses** Art Camping/Field Trips Classroom Expenses Groceries/Cooking Library Mandarin Math Music PΕ Reading Resource Science Social Studies Speakers & Visitors Spelling/Handwriting Work It Out Week **Total Educational Expenses** Fundraiser Expenses Classroom Fundraiser Expense **FAFFF Expenses Golf Tournament Expenses** Green Gala Expenses Snack Shack Expenses **Total Fundraiser Expenses** General Expenses **Accounting Fees Advertising Expenses Animal Expenses** Chickens Goats **Total Animal Expenses Apparel Expenses Auto Expenses** Computer & Technology Equipment **Donations Made Dues-Licenses-Permits Enrollment Fees FACTS Amex Total Enrollment Fees Faculty Expenses Faculty Retreat** First Aid Expenses Furniture & Equipment Hospitality Janitorial/Maintenance Supplies

Lawn Care/Gardening Expenses

Legal Fees

Miscellaneous Expenses/Reimbursements

Parent Teacher Organization

Total Miscellaneous Expenses/Reimbursements

Office Supplies

**Playground Equipment** 

Postage & Shipping

**Printing & Copies** 

**Professional Development** 

Repairs & Maintenance

Subscriptions & Memberships

**Testing Supplies** 

Travel Expenses

**Water Testing** 

Website & Technology Services

**Total General Expenses** 

Insurance

Health Insurance

**Property & Commercial Insurance** 

**Umbrella Policy** 

Workers Compensation

Total Insurance

MS Socials

**Outsource Programs** 

**Dads Awesome Day** 

**Enrichment Week** 

Mom's Day Tea

Water Day

Winter Wonderland

**Total Outsource Programs** 

Payroll Expenses

**Direct Check** 

Garnishments

**Total Direct Check** 

**Employment Benefits** 

**Employee Health Insurance Premiums** 

**Employer Health Insurance Premiums** 

Health Insurance Premium Reimbursement

**Total Employer Health Insurance Premiums** 

IRA

IRA - Employee

IRA - Employer

Total IRA

Life Insurance Reimbursement

Paid Time Off

**Total Employment Benefits** 

**Payroll Administration** 

Payroll Advance

Payroll Bonus

Payroll Staff

**Bonus Time Personnel** 

Cafeteria Personnel

Clerical Personnel

**Janitorial Personnel** 

Lawn Care Personnel

Maintenance Personnel

**Physical Education Assistant** 

Summer Camp Personnel

Total Payroll Staff

Payroll Substitutes

Payroll Teachers

Taxes

**Employee Taxes** 

Federal Tax W/H Tax

FICA/Social Security

Medicare Tax

Oklahoma W/H

**Total Employee Taxes** 

**Employer Taxes** 

FICA/Social Security

Medicare

**SUTA Taxes** 

**Total Employer Taxes** 

Total Taxes

Total Payroll Expenses

Petty Cash

Rent Payable

Summer Camp Expenses

Camp TV Expenses

**Total Summer Camp Expenses** 

Utilities

Electricity

**Natural Gas** 

Security

Telephone and Internet

Water & Trash

**Total Utilities** 

void

**Total Expenses** 

**Net Operating Income** 

Other Income

Camping/Field Trips

Middle School Socials

TV Cafe Donations Received
Total Other Income
Net Other Income
Net Income



# Fiduciary Responsibilities

Eric M. Snyder, Ph.D.

Headmaster, Terra Verde Discovery School

1000 36th Ave, S.E.

Norman, Oklahoma 73026

(p) 405-366-6362 (f) 405-928-5065

eric.snyder@terraverdeschool.com

-and-

TVDS Board of Directors and Advisory Board



# Financial Firm/Treasurer

Eide Bailey 2402 Westport Drive Norman, OK 73069



# **Fundraising**

Our fundraising efforts makes the TVDS experience special for every child today and for years to come. We ask our families to identify TVDS as their top philanthropic priority and recognize that their contributions make a significant impact. Gifts can range from \$1 to over \$1,000,000 and are the greatest distinguishing factor that enriches the overall students' experience. We encourage families to make a gift they are proud of and everyone is asked to participate. TVDS has three major fundraising activities annually. We also have a Terra Verde fund that permits us to collect donations throughout the year. Terra Verde Discovery School is registered in the State of Oklahoma as a charitable organization with 501(c)(3) nonprofit status.

## Annual Fundraising Celebration (Gala)

Terra Verde Discovery School's annual fundraiser celebration is held in the spring. Parents, faculty, staff, and advisory council members work together to create a fun evening to celebrate our school. Funds raised support our operating budget.

Approximately 300 guests from Terra Verde's extended community attend the event. Each year the party includes dinner, dancing, and mingling. The highlight is a live and silent auction. Guests bid on items such as trips, sporting events, student projects, and more.

#### Annual Golf Tournament

Terra Verde Discovery School holds an Annual Terra Verde Golf Tournament. We are thrilled by the opportunity to create a partnership with Jimmie Austin Golf Club to offer this event. All proceeds from the event will go towards Terra Verde's general operating funds. Each year our goal for the event is to have 25 teams participating (i.e., 100 golfers). Sponsorships are obtained for the event and signage is displayed at the course.

#### Annual Jogathon

The annual Terra Verde Jog-A-Thon is an exciting physical endurance event for all grade levels! Each fall, faculty and students determine a fundraising goal and which project(s) to dedicate the money raised. Students secure pledges per lap or one-time donations, and businesses and families also provide sponsorships. In the future, this fundraiser will be handed over to the TVDS PTO in order to improve faculty/parent engagement on campus.



# **Insurance**

Declaration Pages of all policies attached.



#### ZHD H520678 00

# The Hanover Insurance Company (A Stock Company) 440 Lincoln Street, Worcester, MA 01653-0002 Commercial Line Policy Common Declarations

CM

Policy Number	Policy Period		Coverage is Provided in the:	Agency Code
	From	То		
ZHD H520678 00	03/01/2021	03/01/2022	The Hanover Insurance Company	1602715

Named Insured and Address:	Agent :	
TERRA VERDE DISCOVERY SCHOOL	FRATES-IRWIN RISK	
INC	MANAGMENT SOLUTIONS	To the same of the
1000 36TH AVE SE	103 DEAN A MCGEE AVE STE 700	
NORMAN OK 73026	OKLAHOMA CITY OK 73102	

Branch: Dallas Branch Office

Policy Period: From 03/01/2021 To 03/01/2022

12:01 A.M. Standard Time at Your Mailing Address Shown Above.

Business Description: Private School

Legal Entity: Non Profit

In Consideration of the premium, insurance is provided the Named Insured with respect to those premises described in the attached schedule(s) for which a specific limit of insurance is shown. This is subject to all terms of this policy including Common Policy Conditions. Coverage Parts, Forms and Endorsements may be subject to adjustment and/or a policy minimum premium.

\$47,618.00 **Commercial Property Coverage** \$3,726,00 **Commercial General Liability Coverage** \$511.00 Commercial Inland Marine Coverage Commercial Crime Coverage Not Covered Not Covered **Commercial Auto Coverage** N/A **Total Surcharges Premium** N/A Additional Premium For Policy Minimum \*\* Total \$51,855.00

**INCLUDES PREMIUM, IF ANY,	FOR TERRORISM; REFER TO DISCLOSURE NOTICE	
Countersigned	Ву	
		10 Pav - 20% Down



ZHD H520678 00

FRATES-IRWIN RISK

Group Number ZSR



ZHD H520678 00

## FRATES-IRWIN RISK

Additional Named Insured

Additional Named Insured

Norman School Land LLC

Norman Discovery School LLC

# Locations of All Premises You Own, Rent or Occupy

Location: 1

1000 36th Ave SE

Norman OK 73026

10020

Location: 3

800 36th Ave SE Norman OK

73026

Location: 2

620 36th Ave SE

Norman OK

73026

Location: 4

850 36th Ave SE

Norman OK

73026

# Forms Applicable to all Coverage Parts:

Form Number	Edition Date	Description
401-1344 401-1377 401-1504 IL 00 03 IL 00 17 IL 00 21 IL 01 74 IL 01 77 IL 01 79 IL 02 36 IL 09 35 IL 09 52	02/16 01/15 06/20 01/20 09/08 11/98 09/08 07/05 10/10 10/02 09/07 07/02	Oklahoma - Trade Or Economic Sanctions Endorsement Disclosure Pursuant To Terrorism Risk Insurance Act Company Address Listing Cap On Losses From Certified Acts Of Terrorism Calculation of Premium Common Policy Conditions Nuclear Energy Liability Exclusion Endorsement Oklahoma Changes - Appraisal Oklahoma Changes - Concealment, Misrepresentation or Fraud Oklahoma Notice Oklahoma Changes - Cancellation and Nonrenewal Exclusion of Certain Computer-Related Losses Cap On Losses From Certified Acts of Terrorism



# ZHD H520678 00

# FRATES-IRWIN RISK

# Forms Applicable to all Coverage Parts:

Form Number

Edition Date

**Description** 

SIG 11 00

11/17

Signature Page



ZHD H520678 00

#### FRATES-IRWIN RISK

# **Commercial Property Coverage Part Declaration**

**Total Property Premium** 

\$47,618.00

Coverages Provided:

Insurance at the Described Premises applies only for the coverage shown below:

Blanket Building For Premises

Location 1 -Location 2 -

Buildings 1,2,3 Buildings 1,2

Location 3 -

Building 1

Location 4 -

Building 1

Blanket Personal Property For Premises

Location 1 -

Buildings 1,2,3

Location 2 -

Buildings 1,2

Location 3 -

Building 1

Location 4 -

Building 1

Coverage:

Cause of Loss:

Premiums:

Blanket Building

Special

\$36,029.00

Limit of Insurance:

\$8,640,000

Replacement Cost

Coinsurance:

100%

Coverage:

Cause of Loss:

Premiums:

Blanket Personal Property

Special

\$4,680.00

Limit of Insurance:

\$928,441

Replacement Cost

Coinsurance:

100%



#### ZHD H520678 00

# FRATES-IRWIN RISK

# **Commercial Property Coverage Part Declaration**

			Commercial Property Cove	erage Part Declaration
Blanket	<u>LOC</u>	BLDG	APPLICABLE DEDUCTIBLE	
	1	1	Windstorm/Hail % Deductible	2%
			Theft Deductible	\$5,000.00
			Other Deductible:	\$5,000.00
	1	2	Windstorm/Hail % Deductible	2%
			Theft Deductible	\$5,000.00
			Other Deductible:	\$5,000.00
	1	3	Windstorm/Hail % Deductible	2%
			Theft Deductible	\$5,000.00
			Other Deductible:	\$5,000.00
	2	1	Windstorm/Hall % Deductible	2%
	-	-	Theft Deductible	\$5,000.00
			Other Deductible:	\$5,000.00
	2	2	Windstorm/Hail % Deductible	2%
	4	-	Theft Deductible	\$5,000.00
			Other Deductible:	\$5,000.00
	3	1	Windstorm/Hail % Deductible	2%
	3	ι	Theft Deductible	\$5,000.00
			Other Deductible:	\$5,000.00
		1	Windstorm/Hail % Deductible	2%
	4	1	Theft Deductible	\$5,000.00
			Other Deductible:	\$5,000.00
			Other Deductible.	
LOC	BLD	<u>G</u>		
1	1	_	Occupancy:	Schools - Public or private - elementary, kindergarten junior high

en or

Territory:

Construction:



#### ZHD H520678 00

# FRATES-IRWIN RISK

# Commercial Property Coverage Part Declaration

Protection	Class:
FIULEGIUM	Giass.

LOC	BLDG	Coverage:	Cause of Loss:	<u>Premiums:</u>
1	1	29. SOLAR PANEL ARRAYS - FREESTANDING (Not on Building), including strut support	Special	\$941.00
		Limit Of Insurance:	\$35,000.00	
		Replacement Cost		
		Coinsurance:	100%	
		Windstorm/Hail Deductible	\$10,000.00	
		Theft Deductible:	\$10,000.00	
		Other Deductible:	\$10,000.00	\$10,000.00

Additional Premium for Property Minimum :	N/A
Miscellaneous/Optional Property Coverages:	PREMIUM
Data Breach Boiler / Machinery / Equipment Breakdown Emergency Event Management Coverage	\$65.00 \$3,947.00 \$558.00
Terrorism Premium	\$107.00
Silver Property Broadening Endorsement	\$1,212.00
Educational Institutions - Property Broadening Endorsement	\$79.00



#### ZHD H520678 00

## FRATES-IRWIN RISK

# Forms Applicable to Property Coverage Parts:

Form Number  411-0610 411-0669 411-0679 411-0681 411-0792 411-0812 411-0824 411-0945 451-0038 CP 00 10 CP 00 90 CP 01 40 CP 03 21 CP 10 30	Edition Date  04/14  01/15  04/10  12/09  04/14  04/14  04/14  01/15  11/16  10/12  07/88  07/06  10/12  10/12	Emergency Event Management Data Breach Coverage Form Associates And Family Members Additional Coverage Endorsement Identity Theft Resolution Services Silver Property Broadening Endorsement Educational Institutions Property Broadening Endorsement OK Changes - Property Broadening Endorsement Oklahoma Changes - Data Breach Coverage Form Equipment Breakdown Coverage (Including Electronic Circuitry Impairment) Building and Personal Property Coverage Form Commercial Property Conditions Exclusion of Loss Due to Virus or Bacteria Windstorm or Hail Percentage Deductible Cause of Loss - Special Form Limitations On Coverage For Roof Surfacing
CP 10 30 CP 10 36 CP 12 18	10/12 10/12 10/12	Cause of Loss - Special Form Limitations On Coverage For Roof Surfacing Loss Payable Provisions



ZHD H520678 00

# FRATES-IRWIN RISK

# **Property Schedule of Additional Interest**

Location: 1 Building: 3

Loss Payable
CIT Bank N.A. C/o ABIC Lease
Insurance 5th floor
PO Box 979220
Miami FL 33197
9070005758000



ZHD H520678 00

#### FRATES-IRWIN RISK

# Commercial General Liability Coverage Part Declaration

# **CLAIMS-MADE WARNING**

THIS POLICY MAY PROVIDE COVERAGE ON A CLAIMS-MADE BASIS LIABILITY COVERAGE(S). SUBJECT TO ITS TERMS, FOR CERTAIN CLAIMS MADE LIABILITY COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY.

# DEFENSE EXPENSE WITHIN LIMITS

POLICY MAY PROVIDE FOR DEFENSE PAYABLE EXPENSES THIS WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. IN THAT CASE, DEFENSE EXPENSES WILL REDUCE AND MAY EXHAUST THE LIMIT OF INSURANCE. IN THE EVENT THE LIMIT OF INSURANCE IS EXHAUSTED, WE SHALL NOT BE LIABLE FOR DEFENSE EXPENSES, SETTLEMENTS IN EXCESS APPLICABLE OF THE JUDGMENTS OR LIMIT.

Audit Frequency:

Annual

Limits of Insurance:

\$2,000,000 General Aggregate Limit

Products-Completed Operations are included in the

**General Aggregate Limit** 

\$1,000,000 **Each Occurrence Limit** \$1,000,000

Personal and Advertising Injury Limit \$100,000 Damage to Premises Rented to You Limit Medical Expense Limit, Any One Person

General Liability Deductible:

Total Advance Commercial General Liability Premium

\$3,726.00

\$15,000

THIS POLICY CONTAINS AGGREGATE LIMITS; REFER TO SECTION III - LIMITS OF INSURANCE FOR DETAILS

# Forms Applicable to General Liability Coverage Parts:

Form Number

Edition Date

**Description** 

421-0022

12/90

Asbestos Liability Exclusion

Page 10

Issued 03/04/2021



#### ZHD H520678 00

#### FRATES-IRWIN RISK

# Forms Applicable to General Liability Coverage Parts:

Form Number	Edition Date	Description
421-0334	07/16	Sexual Misconduct Or Sexual Molestation Liability (Occurrence - Separate
		Aggregate)
421-0361	06/15	Other Coverage Amendment
421-0362	09/19	Exclusion - Law Enforcement Professional Liability
421-0366	07/16	Abuse or Molestation Exclusion
421-1377	10/10	Innocent Employee Defense Coverage Endorsement
421-1728	02/11	Punitive Damages Exclusion
421-1729	02/11	Broadened Bodily Injury And Property Damage For Educational Institutions
421-1744	09/19	Incidental Professional Liability Coverage For Educational Institutions
		Endorsement
421-2139	08/11	Liberalization Clause
421-2915	06/15	Commercial General Liability Broadening Endorsement
421-2925	06/17	Commercial General Liability Enhancement Endorsement - Educational
		Institutions
421-4503	04/18	Neurodegenerative Injury Conditions
CG 00 01	04/13	Commercial General Liability Coverage Form - Occurrence
CG 01 09	11/85	Kansas and Oklahoma Changes - Transfer of Rights Exclusion - Access or Disclosure of Confidential or Personal Information
CG 21 06	05/14	Exclusion - Access of Disclosure of Confidential of Personal Monadon
		and Data-Related Liability - With Limited Bodily Injury Exception
CG 21 32	05/09	Communicable Disease Exclusion
CG 21 47	12/07	Employment - Related Practices Exclusion
CG 21 49	09/99	Total Pollution Exclusion Endorsement
CG 21 67	12/04	Fungi or Bacteria Exclusion
CG 21 70	01/15	Cap On Losses From Certified Acts of Terrorism
CG 21 76	01/15	Exclusion of Punitive Damages Related To A Certified Act Of Terrorism
CG 21 96	03/05	Silica or Silica-Related Dust Exclusion
CG 22 67	10/93	Corporal Punishment



TERRA VERDE DISCOVERY SCHOOL

#### ZHD H520678 00

#### FRATES-IRWIN RISK

## Commercial General Liability Classification Schedule Declaration

LOC 1	<u>ST</u> OK	<u>TERR</u> 503	<u>CODE</u> 47475	SUBLINE 334	156		<u>PER</u> Each	<u>RATE</u> 6.384	ADVANCE PREMIUM \$996.00
						General Aggregate Limit			
School	s private	elementar	y, kinderga	rten or junio	or hig	h for Profit only			
<u>LOC</u> 1	<u>st</u> OK	<u>TERR</u> 503	<u>CODE</u> 47477	SUBLINE 334	8 E	EMIUM BASIS Each Student	<u>PER</u> Each	<u>RATE</u> 8.522	ADVANCE PREMIUM \$68.00
Produc	ts – Com	pleted Op	erations are	e Included i	n the	General Aggregate Limit			
School	s private	high Othe	er than Not	-For-Profit					
<u>LOC</u> 1	<u>st</u> OK	<u>TERR</u> 503	<u>CODE</u> 47469	SUBLINE 334	21	EMIUM BASIS Faculty Members	<u>PER</u> Each	<u>RATE</u> 6.384	ADVANCE PREMIUM \$134.00
Produc	ts – Com	pleted Op	erations are	e Included i	n the	General Aggregate Limit			
School	s faculty	liability for	r corporal p	unishment	of stu	udents			
<u>LOC</u> 1	<u>st</u> OK	<u>TERR</u> 503	<u>CODE</u> 46671	SUBLINE 334	1 1	EMIUM BASIS Each Park Or Playground	<u>PER</u> Each	<b>RATE</b> 347.559	ADVANCE PREMIUM \$348.00
Produc	Products - Completed Operations are Included in the General Aggregate Limit								
Parks	Parks or Playgrounds								

Miscellaneous/Optional General Liability Coverages	Advance Premium
Terrorism Premium	\$55.00
Incidental Professional Liability Coverage for Educational Institutions - Occurrence	\$50.00
Innocent Employee Criminal Defense Endorsement	\$25.00
CGL Enhancement - Educational Institutions	\$250.00
Sexual Misconduct or Sexual Molestation Liability - Occurrence - Separate Aggregate	\$1,800.00

Additional Premium for Coverage Minimum:

N/A

Total Advance General Liability Premium

\$3,726.00

Subline 334

Premises and Operations



TERRA VERDE DISCOVERY SCHOOL

ZHD H520678 00

#### FRATES-IRWIN RISK

## **Inland Marine Declaration**

Total Inland Marine Premium

\$511.00

Coverages Provided:

Insurance at the Described Premises applies only for the coverage shown below:

Additional Premium for Inland Marine Minimum:

N/A

Miscellaneous/Optional Inland Marine Coverages:

<u>PREMIUM</u>

Educational Institution Miscellaneous Property Coverage Terrorism Premium \$500.00

\$11.00



TERRA VERDE DISCOVERY SCHOOL

ZHD H520678 00

#### FRATES-IRWIN RISK

## Forms Applicable to Inland Marine Coverage Parts:

Form Number	Edition Date	Description
441-0243 CM 00 01	02/11 09/04	Educational Institution Miscellaneous Property Coverage Form Commercial Inland Marine Conditions



## COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

THESE DECLARATIONS, TOGETHER WITH THE COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE BELOW NUMBERED POLICY.

## **CLAIMS-MADE WARNING**

THIS POLICY MAY PROVIDE COVERAGE ON A CLAIMS-MADE BASIS FOR CERTAIN LIABILITY COVERAGE(S). SUBJECT TO ITS TERMS, CLAIMS MADE LIABILITY COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY.

## **DEFENSE EXPENSE WITHIN LIMITS**

THIS POLICY MAY PROVIDE FOR DEFENSE EXPENSES PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. IN THAT CASE, DEFENSE EXPENSES WILL REDUCE AND MAY EXHAUST THE LIMIT OF INSURANCE. IN THE EVENT THE LIMIT OF INSURANCE IS EXHAUSTED, WE SHALL NOT BE LIABLE FOR DEFENSE EXPENSES, JUDGMENTS OR SETTLEMENTS IN EXCESS OF THE APPLICABLE LIMIT.

POLICY NUMBER: UHD H520679 00 COMPANY: Hanover Insurance Company

D	ECLARATIONS
em 1. Named Insured and Address (No., Street, Town, County, State)	Agent
TERRA VERDE DISCOVERY SCHOOL INC 1000 36TH AVE SE NORMAN OK 73026	1602715 FRATES-IRWIN RISK MANAGMENT SOLUTIONS 103 DEAN A MCGEE AVE STE 700 OKLAHOMA CITY OK 73102
tem 2. Policy Period: (Month, Day, Year)  From 03/01/2021 To 03/01/2022 2:01 A. M., standard time at the address of the Na	amed Insured as stated herein.
Form of Business:  Individual Partnership	Corporation Limited Liability Company
☑ Organization (Other than Partnership, Jo	oint Venture or Limited Liability Company)
Business Description: Private School	
175-0002 12 14	Page 1 Issued 03/04/2021



	TO ALL THE TERMS OF THIS				
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS PREMIUM MAY BE SUBJECT TO AUDIT.					
Item 3. Limit of Insurance					
Each Occurrence or Each Claim Limit: Products – Completed Operations Aggregate Limit: General Aggregate Limit	\$5,000,000 \$5,000,000 \$5,000,000				
Retained Limit:	\$0				
Item 4. Premium Computation:					
Estimated Annual Premium	\$5,575.00 \$				
Premium Surcharges (Premium Surcharges NOT APPLICABLE in New York)	Ψ [				
Annual Minimum Premium	\$5,575.00				
Advance Premium	\$5,575.00				
Endorsements: See next page					
☐ PREPAID - the total annual premium is due at inception. ☐ HANOCASH - the annual premium is payable according to the term of the ACCOUNT BILL ☑ DIRECT BILL ☐ Annual ☐ Semi-Ar	of the Hanocash endorsement attached nnual				
	t Fin Othor				
Audit period: Non Auditable Unless indicated by Annual Semi Semi Annual Semi Semi Annual Semi Semi Annual Semi Semi Semi Annual Semi Semi Annual Semi Semi Semi Semi Semi Semi Semi Semi	-Annual  Other				



## Forms Applicable To This Policy:

	Lotting which	nouble to this toney.
Form Number	Form Edition	Description
401-1344	02/16	Oklahoma - Trade Or Economic Sanctions Endorsement
401-1374	01/15	Disclosure Pursuant To Terrorism Risk Insurance Act
401-1377	06/20	Company Address Listing
475-0001	01/18	Hanover Commercial Follow Form Excess And Umbrella Policy
475-0012	12/14	Exclusion - Communicable Diseases (Coverage A and B)
475-0027	12/14	Exclusion - Total Pollution (Coverage A)
475-0057	12/14	Exclusion - Lead (Coverage A and B)
475-0058	01/18	Other Coverage Endorsement (Coverage B)
475-0066	01/15	Cap on Losses From Certified Acts of Terrorism
475-0070	01/15	Exclusion of Punitive Damages Related To A Certified Act Of Terrorism
475-0084	12/14	Exclusion - Silica (Coverage A and B)
475-0138	12/14	Oklahoma Changes
475-0151	12/14	Oklahoma Auto Exclusion of Terrorism Coverage - Underlying Auto Coverage Excludes Terrorism Above Minimum Statutory Limits
475-0174	12/14	Multiple Named Insured Endorsement
475-0216	12/14	Exclusion - Discrimination (Coverage B)
475-0238	12/14	Exclusion - Abuse and Molestation (Coverage B)
475-0257	12/14	Exclusion - Corporal Punishment (Coverage B)
475-0288	06/17	Exclusion - School And Educators Legal Liability (Coverage A)
475-0298	12/14	Exclusion - Innocent Party Defense (Coverage A and B)
475-0317	12/14	Exclusion - Fungi or Bacteria with Food and Pool Exceptions (Coverage A and B)
475-0319	12/14	Sexual Misconduct And Sexual Molestation - Occurrence - Separate Aggregate (Coverage A)
475-0375	12/14	Exclusion - Limited Trampoline or Rebounding Device Coverage A and B
475-0582	04/18	Neurodegenerative Injury Conditions
SIG 11 00	11/17	Signature Page

475-0002 12 14



## SCHEDULE OF UNDERLYING POLICIES

Insured: TERRA VERDE DISCOVERY SCHOOL Effective on and after 03/01/2021 12:01 A.M. Standard Time This Schedule is part of Policy Number: UHD H520679 00

		TYPE OF POLICY	APPLICABLE LIMITS	OR AMOUNT OF INSURANCE	
	CARRIER, POLICY NUMBER & PERIOD	TYPE OF POLICY	711 1 CIO/IDEE EIIII 10		
(a)	Carrier: HANOVER INSURANCE COMPANY Policy Number: ZHD H520678 00 Policy Period: 03/01/2021 TO 03/01/2022	Commercial General Liability  Owned Autos  Non-owned & Hired Autos	\$1,000,000 \$1,000,000 \$1,000,000 \$2,000,000 Incl in Gen Agg	Occurrence/ Each Claim Personal Injury Advertising Injury General Aggregate Product/Completed Operations Aggregate	
(d)	Carrier: ALLMERICA FINANCIAL BENEFITS Policy Number: AWD H520827 00 Policy Period: 03/01/2021 TO 03/01/2022	Comprehensive Automobile Liability including  Owned Autos  Non-Owned & Hired Autos	Bodily Injury and Prop \$1,000,000 Bodily Injury \$ \$ Property Damage:	erty Damage Liability Combined:  Each Accident  Each Person Each Accident  Each Accident	
(c)	Carrier:	Garage Liability	Bodily Injury and Prop	Bodily Injury and Property Damage Liability Combined	
	Policy Number: Policy Period:	Dealers Service	Garage Operations \$ \$ \$ Garage Operations \$	Each Accident  Auto Only Other than Auto Only Aggregate  Other than Auto Only	
(d)	Carrier: MASSACHUSETTS BAY INSURANCE COMPANY Policy Number: WDD H520820 00 Policy Period: 03/15/2021 TO 03/15/2022	Standard Workers' Compensation & Employers' Liability  NEW YORK ONLY: The Umbrella Coverage for Workers' Compensation and Employers Liability is not applicable in situations where an employee is subject to the New York Workers' Compensation Law	Bodily Injury by Accid \$1,000,000 Bodily Injury by Disea \$1,000,000 \$1,000,000	Each Accident	

An "X" marked in the box provided indicates these broadening or optional coverage are provided in the Underlying Insurance



۵۱	Carrier:	Liquor Liability	\$	Each Common Cause	
•			\$	Other	
	Policy Number:		\$	Aggregate	
	Policy Period:		\$	Other	
	Carrier: HANOVER INSURANCE COMPANY	Professional Liability	\$1,000,000	Each Occurrence	
f)	Policy Number: ZHD H520678 00	Incidental Professional Liability	\$	Each Claim	
	Policy Period: 03/01/2021 TO 03/01/2022	Thoracon Control of the Control of t	\$	Other	
	Policy Period: 03/01/2021 10 03/01/2022		\$2,000,000	Aggregate	
			\$	Other	
•		mi ) 0.000 Limbility	\$	Each Occurrence	
g)	Carrier:	Directors & Officers Liability	\$	Each Claim	
	Policy Number:		\$	Other	
	Policy Period:		\$  \$	Aggregate	
			\$	Other	
(h)	Consider	Stop Gap Liability	Bodily Injury by Accident		
(11)	Carrier:	Cop Gap Liasini,	\$	Each Accident	
	Policy Number:		Bodily Injury by Disease		
ļ	Policy Period:		\$	Each Employee	
			\$	Aggregate	
	THE PROPERTY OF COMPANY	Abuse and Molestation	\$1,500,000	Each Occurrence	
(i)	Carrier: HANOVER INSURANCE COMPANY	Schools	\$	Each Claim	
	Policy Number: ZHD H520678 00	Concold	\$	Other	
	Policy Period: 03/01/2021 TO 03/01/2022		\$2,000,000	Aggregate	
_		Faralan	\$	Each Occurrence	
(i)	Carrier:	Foreign	\$	Each Claim	
	Policy Number:	1	\$	Other	
	Policy Period:		\$	Aggregate	
-		Employee Popofite Liability	<b>\$</b>	Each Occurence	
(k)	Carrier:	Employee Benefits Liability	\$	Each Claim	
	Policy Number:		Ψ  \$	Other	
	Policy Period:		\$	Aggregate	
		011	<b> </b>	Each Occurrence	
(I)		Other	\$	Each Claim	
	Policy Number:		\$	Other	
	Policy Period:		\$	Aggregate	

An "X" marked in th	e box provided indicates these broadening or optional coverage are provided in	the Underlying Insurance
Countersigned By:_	Authorized Representative of the Company	Date:



## WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY WORKERS COMPENSATION NEW BUSINESS INFORMATION PAGE

CARRIER CODE NO. 10006 Agency Code Coverage is Provided in the Policy Period To Policy Number 1602715 From MASSACHUSETTS BAY INSURANCE COMPANY 03/15/2022 03/15/2021 WDD-H520820-00 Telephone: 405-290-5779 Agent ITEM 1. Named Insured and Address FRATES-IRWIN RISK TERRA VERDE DISCOVERY SCHOOL MANAGMENT SOLUTIONS INC 103 DEAN A MCGEE AVE STE 700 1000 36TH AVE SE OKLAHOMA CITY, OK 73102 NORMAN, OK 73026 350771999 Bureau File No. Federal ID No. SEE ATTACHED SCHEDULE OF ADDITIONAL LOCATIONS FOR OTHER WORKPLACES NOT SHOWN ABOVE. IF APPLICABLE SEE CONTINUATION OF NAMED INSURED SCHEDULE. ENTITY OF INSURED - CORPORATION POLICY PERIOD- 03/15/21 TO 03/15/22 12:01 AM STANDARD TIME AT TTEM 2. THE ADDRESS OF THE INSURED AS STATED HEREIN. ITEM 3A. PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAW AND ANY OCCUPATIONAL DISEASE LAW OF EACH OF THE FOLLOWING STATES-OK. B. PART TWO OF THIS POLICY APPLIES TO EMPLOYERS' LIABILITY INSURANCE FOR WORK IN EACH STATE LISTED IN ITEM 3A: \$1,000,000 EACH ACCIDENT BODILY INJURY BY ACCIDENT \$1,000,000 EACH EMPLOYEE BODILY INJURY BY DISEASE \$1,000,000 POLICY LIMIT BODILY INJURY BY DISEASE C. PART THREE OF THIS POLICY APPLIES TO OTHER STATES INSURANCE FOR THE FOL-LOWING STATES - ALL STATES EXCEPT ND, OH, WA, WY, AND THOSE STATES SPECIFICALLY NAMED IN ITEM 3A. D. SEE ATTACHED SCHEDULE FOR LIST OF ENDORSEMENTS AND SCHEDULES FORMING PART OF THIS POLICY. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF RULES, CLASSIFICATIONS, RATES, AND RATING PLANS. ALL INFORMATION REQUIRED BELOW ITEM 4. IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT. ADJUSTMENT OF PREMIUM SHALL BE MADE ANNUALLY. EST CLASSIFICATION OF OPERATIONS ANNUAL PREMIUM SEE ATTACHED SCHEDULE OF OPERATIONS 7,106 200-PREMIUM DISCOUNT EXPENSE CONSTANT 160 \$750 MINIMUM PREMIUM \$87 PREMIUM FOR TERRORISM \$174 PREMIUM FOR CATASTROPHE \$7,327 TOTAL ESTIMATED ANNUAL PREMIUM \$7,327 DEPOSIT PREMIUM

COUNTERSIGNED THIS

13

DAY OF

AUTHORIZED REPRESENTATIVE

BRANCH OFFICE: N CENTRAL EXPRESSWAY SUITE 300 DALLAS TX 75206 IF THE BILL FOR YOUR POLICY IS NOT ENCLOSED, IT WILL BE SENT TO YOU SEPARATELY.

Form 331-0226 (9-03)
Date Issued: 03/04/2021
GROUP NAME: Private Schools - K-12

Payment Type: DIRECT BILL

GROUP NUMBER: ZS

ZSR wcdec1

WC000001B



### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY EXTENSION OF INFORMATION PAGE

13

CARRIER CODE NO. 10006 Coverage is Provided in the Agency Code Policy Period To Policy Number 1602715 From MASSACHUSETTS BAY INSURANCE COMPANY 03/15/2022 03/15/2021 WDD-H520820-00 Telephone: 405-290-5779 Agent ITEM 1. Named Insured and Address FRATES-IRWIN RISK TERRA VERDE DISCOVERY SCHOOL MANAGMENT SOLUTIONS INC 103 DEAN A MCGEE AVE STE 700 1000 36TH AVE SE OKLAHOMA CITY, OK 73102 NORMAN, OK 73026 350771999 Bureau File No. Federal ID No. SCHEDULE LOCATIONS \*\* ADDITIONAL POLICY PAGE 1 PAGE 2 ADDRESS LOCATION NUMBER 1000 36TH AVE SE 001 NORMAN, OK

73026

WC000001B

Form 331-0226 (9-03)
Date Issued: 03/04/2021
GROUP NAME: Private Schools - K-12 ORIGINAL/INSURED

Payment Type: DIRECT BILL

ZSR GROUP NUMBER:

WCDEC1



### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY EXTENSION OF INFORMATION PAGE

CARRIER CODE NO. 10006

Coverage is Provided in the Agency Code Policy Period To Policy Number 1602715 From MASSACHUSETTS BAY INSURANCE COMPANY 03/15/2021 03/15/2022 WDD-H520820-00 Telephone: 405-290-5779

Agent

FRATES-IRWIN RISK

MANAGMENT SOLUTIONS 103 DEAN A MCGEE AVE STE 700

OKLAHOMA CITY, OK 73102

ITEM 1. Named Insured and Address

TERRA VERDE DISCOVERY SCHOOL

13

1000 36TH AVE SE

NORMAN, OK 73026

Federal ID No. POLICY

\*\* SCHEDULE OF OPERATIONS \*\*

350771999

Bureau File No. SCHEDULE PAGE 1

PAGE 3				LEGE I
ITEM 4. ST LOCT CODE Y NO	CLASSIFICATION OF OPERATIONS TYP RSK	EST TOT-ANN F REMUNERA	Dicharon	EST ANNUAL PREMIUM
OK 001 8868	SCHOOL: PROFESSIONAL EMPLOYEES AND CLERICAL	844,932	.79	\$6,675
7380	DRIVERS, NOC	1	7.06	0
9101	SCHOOL: ALL OTHER EMPLOYEES	24,550	5.47	1,343
	PREMIUM SUBJECT TO MODIFICATION	ļ		8,018
9812	PREMIUM FOR INCREASED COV B LIMITS		.0140	112 38
9848 9898 0032	BALANCE TO MINIMUM FOR COV B LIMITS EXPERIENCE MOD, EFF 03/15/21, USING F	ACTOR	.870	1,062-
0032	TOTAL FOR OKLAHOMA			7,106
9740 9741	CONTROL OF THE PROPERTY OF THE		.010	\$7,106 87 174

WC000001B



13

CM

Policy Number	Policy Period		Coverage is Provided in the	Agency Code
AWD-H520827-00	From 03/01/2021	To 03/01/2022	ALLMERICA FINANCIAL BENEFIT INS	1602715
TEM ONE: Named			Agent	
TERRA VERDE DISC	COVERY SCHOO	OL.	Telephone: 405-290-5779	
NC			FRATES-IRWIN RISK MANAGMENT SOLUTIONS	
1000 36TH AVE SE NORMAN, OK 7303	26		103 DEAN A MCGEE AVE STE 700	
TOTALIA, OR TOO			OKLAHOMA CITY, OK 73102	
the insurance state	d in this policy.		ect to all of the terms of this policy, we agree	والمراجع المستعدد والمستعدد والمستعد والمستعدد والمستعد والمستعدد والمستعد والمستعدد و
This policy con schedule(s). T	sists of the follo his premium ma	wing coverage p y be subject to a		7 10 101 10 41114111
BUSINESS	AUTOMOBIL	E COVERAG	GE \$ 2,509.00 EES: \$ 0.00	
TAX	ES, SURCHA	RGES AND F PREMIUM IS		
101				
Policy Forms, End	orsements and	Optional Coverag	ges Attached:	
		See Forms and	Endorsements Schedule	
Countersigned this	Day of		Authorized Repres	

Form 461-0164 (9-00)

Date Issued: 03/04/2021

ORIGINAL/INSURED

Payment Type: DIRECT BILL

GROUP NAME: Private Schools - K-12

GROUP NUMBER: ZSR

This Declaration Page with the Forms and Endorsements, if any, Complete the Policy.



13

Policy Number	Policy Period	Coverage is Provided in the	Agency Code
AWD-H520827-00	From         To           03/01/2021         03/01/2022	ALLMERICA FINANCIAL BENEFIT INS	1602715

ITEM ONE: Named Insured and Address

TERRA VERDE DISCOVERY SCHOOL

INC

1000 36TH AVE SE NORMAN, OK 73026 Agent

Telephone: 405-290-5779
FRATES-IRWIN RISK
MANAGMENT SOLUTIONS
103 DEAN A MCGEE AVE STE 700
OKLAHOMA CITY, OK 73102

## **Business Auto Forms and Endorsements Schedule**

Form Number	<b>Edition Date</b>	Description
CA0132	0394	OKLAHOMA CHANGES
CA0001	0306	BUSINESS AUTO COVERAGE
4610148	1196	ASBESTOS LIABILITY
4610058	0607	OK UNINSURED MOTORIST
IL0017	1198	COMMON POLICY CONDITIONS
IL0021	0908	NUCLEAR ENERGY LIAB EXCLUSION
IL0179	1002	OKLAHOMA NOTICE
CA2387	0106	EXCL TERRORISM ABOVE MIN
1L0236	1006	OKLAHOMA CHANGES CANCELLATION
4610301	0107	NOTICE TO POLICYHOLDER ON TERR
IL0177	1010	OKLAHOMA CHANGES CONCEALMENT
4610246	0716	EXCLUSION ABUSE OR MOLESTATION
CA2402	1293	PUBLIC TRANSPORT VEHICLES
CA9903	0306	AUTO MEDICAL PAYMENT COVERAGE
4610238		OK NOTICE
4610570	1216	OKLAHOMA UNINSD MOTORISTS COV
4610252	0211	EDUCATIONAL INSTITUTION
4610253	0211	ENDORSEMENT-EMPLOYEES
4610448	0211	HIRED & NONOWNED AGT & EMP EXC

Form 461-0169 (9-00) Date Issued: 03/04/2021

ORIGINAL/INSURED

Payment Type: DIRECT BILL



13

Į	Policy Number	Policy Period	Coverage is Provided in the	Agency Code
	AWD-H520827-00	From         To           03/01/2021         03/01/2022	ALLMERICA FINANCIAL BENEFIT INS	1602715

ITEM ONE: Named Insured and Address

TERRA VERDE DISCOVERY SCHOOL

INC

1000 36TH AVE SE NORMAN, OK 73026 Agent

Telephone: 405-290-5779
FRATES-IRWIN RISK
MANAGMENT SOLUTIONS
103 DEAN A MCGEE AVE STE 700
OKLAHOMA CITY, OK 73102

ITEM TWO: SCHEDULE OF COVERAGE AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	01	\$1,000,000 COMBINED SINGLE LIMIT	\$1,578
MEDICAL PAYMENTS	02	\$5,000	\$45
UNINSURED MOTORISTS*	02	\$1,000,000	\$468
PHYSICAL DAMAGE INS.	<u> </u>	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE	
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	07	SEE ITEM THREE FOR DEDUCTIBLE FOR EACH COVERED AUTO FOR ALL LOSS. NO DEDUCTIBLE APPLIES TO LOSS BY FIRE OR LIGHTNING. SEE ITEM FOUR FOR HIRED OR BORROWED 'AUTOS'.	\$160
PHYSICAL DAMAGE COLLISION COVERAGE	07	SEE ITEM THREE FOR DEDUCTIBLE FOR EACH COVERED AUTO. SEE ITEM FOUR FOR HIRED OR BORROWED 'AUTOS'.	\$183

Form 461-0166 (9-00) Date Issued: 03/04/2021

ORIGINAL/INSURED Payment Type: DIRECT BILL



13

	Policy Number Policy Period		Period	Coverage is Provided in the	Agency Code
ł	-	From	To		
	AWD-H520827-00	03/01/2021	03/01/2022	ALLMERICA FINANCIAL BENEFIT INS	1602715
		1		·	

ITEM ONE: Named Insured and Address

TERRA VERDE DISCOVERY SCHOOL

INC

1000 36TH AVE SE NORMAN, OK 73026 Agent

Telephone: 405-290-5779

FRATES-IRWIN RISK

MANAGMENT SOLUTIONS

103 DEAN A MCGEE AVE STE 700

OKLAHOMA CITY, OK 73102

## ITEM TWO: SCHEDULE OF COVERAGE AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
EDUCATIONAL INSTITUTION BUSINESS AUTO COVERAGE BROADENING ENDT		SEE BROADENING ENDORSEMENT FORM ATTACHED	\$75

<sup>\*</sup> FOR THE FOLLOWING STATES UNDERINSURED MOTORIST COVERAGE IS INCLUDED FOR THOSE COMMERCIAL AUTOS (VEHICLES #010-999) DESCRIBED IN ITEM THREE FOR WHICH A PREMIUM

CHARGE IS SHOWN: OK

1		\$2509.00	ı
	ESTIMATED TOTAL (ANNUAL) PREMIUM	Ψ2303.00	l
1	20111111122 101112 (111112)		ł

Form 461-0166 (9-00) Date Issued: 03/04/2021

ORIGINAL/INSURED Payment Type: DIRECT BILL



13

Policy Number		Policy Period		Coverage is Provided in the	Agency Code	
- [	•	From	To			
	AWD-H520827-00	03/01/2021	03/01/2022	ALLMERICA FINANCIAL BENEFIT INS	1602715	

Agent

ITEM ONE: Named Insured and Address

INC

1000 36TH AVE SE NORMAN, OK 73026

TERRA VERDE DISCOVERY SCHOOL

Telephone: 405-290-5779 FRATES-IRWIN RISK MANAGMENT SOLUTIONS 103 DEAN A MCGEE AVE STE 700 OKLAHOMA CITY, OK 73102

### ITEM THREE - SCHEDULE OF COVERED AUTOS

AUTO NUM	ST	TERR	YEAR	DESCRIPTION	SERIAL NUMBER	COST NEW/ SYMBOL	CLASS	EFF. DATE
010	ОК	121	2017	FORD TRANSIT	1FBVU4XM5HKB56954	\$42,070	6252	03/01/21
011	ОК	121	2008	TOYOT PRIUS	JTDKB20U783333291	\$42,070	7378	03/01/21

AUTO NUM	LIABILITY PREMIUM	MED PAY LIMIT	MED PAY PREMIUM	TOTAL PREMIUM
010	\$667	\$5,000	\$30	\$1067
011	\$561	\$5,000	\$15	\$1017

ALITO	UNINSURED/UNDERINSURED MOTORIST	
AUTO NUM	LIMITS	PREMIUM
<del></del>	\$1,000,000	\$187
	\$1,000,000	\$281

AUTO	AL DAMAGE COVERAGE AND DEDUCTIBLE  COMPREHENSIVE			SPECIFIED CAUSES OF LOSS		COLLISION	
NUM	STATED AMOUNT	DEDUCT	PREM	COVERAGE	PREM	DEDUCT	PREM
010	\$	\$2,000	\$87			\$2,000	\$96
011	\$	\$2,000	\$73			\$2,000	\$87

Form 461-0167 (9-00) Date Issued: 03/04/2021

ORIGINAL/INSURED Payment Type: DIRECT BILL



13

	Policy Number Policy Period		200	Coverage is Provided in the	Agency Code	
***************************************	AWD-H520827-00	03/01/2021	03/01/2022	ALLMERICA FINANCIAL BENEFIT INS	1602715	
	AVVD-F10Z00Z1~00	05/0 //2021	00/0 1/2022	) ALLINGI MOTOT III O TO A ME - LI MOTOT III O		

ITEM ONE: Named Insured and Address

TERRA VERDE DISCOVERY SCHOOL

INC

1000 36TH AVE SE NORMAN, OK 73026 Agent

Telephone: 405-290-5779

FRATES-IRWIN RISK

MANAGMENT SOLUTIONS

103 DEAN A MCGEE AVE STE 700 OKLAHOMA CITY, OK 73102

## ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - CLASS 6611

STATE	ESTIMATED COST OF HIRE	RATE PER \$100 COST OF HIRE	UM/SUM PREMIUM	PREMIUM
OK	IF ANY	1.672		\$125
		Total Item Lia	bility Premium	\$125

COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF "AUTOS" YOU DO NOT OWN (NOT INCLUDING "AUTOS" YOU BORROW OR RENT FROM YOUR PARTNERS, YOUR EMPLOYEES, OR THEIR FAMILY MEMBERS). COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

## ITEM FIVE - SCHEDULE FOR EMPLOYER'S NON-OWNERSHIP LIABILITY COVERED AUTOS BORROWED FROM YOUR EMPLOYEES OR MEMBERS OF THEIR HOUSEHOLDRATING BASIS, NUMBER OF EMPLOYEES

STATE .	CLASS CODE	ESTIMATED NUMBER OF EMPLOYEES	UM/SUM PREMIUM	PREMIUM
OK	6601	12		\$225
			Total Item Premium	\$225

Form 461-0168 (9-00) Date Issued: 03/04/2021

Payment Type: DIRECT BILL

ORIGINAL/INSURED



13

Policy Number	cy Number Policy Period		y Period	Coverage is Provided in the	Agency Code
AWD-H520827-0	0	From 03/01/2021	To 03/01/2022	ALLMERICA FINANCIAL BENEFIT INS	1602715
[	ļ				L

ITEM ONE: Named Insured and Address TERRA VERDE DISCOVERY SCHOOL.

INC

1000 36TH AVE SE NORMAN, OK 73026 Agent

Telephone: 405-290-5779
FRATES-IRWIN RISK
MANAGMENT SOLUTIONS
103 DEAN A MCGEE AVE STE 700
OKLAHOMA CITY, OK 73102

### ADDITIONAL NAMED INSURED ENDORSEMENT

ITEM 1. OF THE POLICY DECLARATIONS PAGE, NAMED INSURED IS AMENDED TO INCLUDE ALL OF THE FOLLOWING NAMED INSUREDS APPLICABLE TO THIS POLICY:

TERRA VERDE DISCOVERY SCHOOL INC

NORMAN SCHOOL LAND

1000 36TH AVE SE

NORMAN, OK

NORMAN DISCOVERY SCHOOL LLC

1000 36TH AVE SE

NORMAN, OK

Form 461-0174 (9-00) Date Issued: 03/04/2021

ORIGINAL/INSURED

Payment Type: DIRECT BILL



## **FINANCE**

## Obtain a Tax ID/DUNN's Number

TAX ID: 27-2819766

DUNNS #: 078567691



## **FINANCE**

## Oklahoma Cost Accounting System (OCAS)

Terra Verde does not currently utilize the Oklahoma Costs Accounting System. Our current fiscal year is begins August  $1^{st}$  and ends July  $31^{st}$  to which the annual budget applies.



## **Advisory Boards**

The Advisory Council is invited to support the school's mission by sharing expertise in areas that are fundamental to the success of Terra Verde. Advisory council members are encouraged to develop and strengthen relationships with Terra Verde families, friends, and community members, and enhance the visibility of the school in the local and regional community. The Advisory Council will be particularly critical to Terra Verde as it continues to grow by providing educational, business, legal, and philanthropic guidance. The Advisory Council will meet with the Board of Directors annually to provide input and counsel on educational planning issues. The Council receives regular school communications from the Headmaster and is expected to promote the mission of the school in the communities in which members live and work.



## Appointments/Replacements

See Bylaws



## **Articles of Incorporation**

See attached

08/10/2010 10:21 AFF OKLAHOMA SECRETARY OF STATE





# AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF TERRA VERDE DISCOVERY SCHOOL, INC.

The undersigned officers of Terra Verde Discovery School, Inc., an Oklahoma not for profit corporation (the "Corporation") do hereby certify as follows:

- A. The Certificate of Incorporation (the "Certificate of Incorporation") of the Corporation was originally filed with the Oklahoma Secretary of State, on May 27, 2010, under the provisions of the Oklahoma General Corporation Act, and has not been amended.
- B. This Amended and Restated Certificate of Incorporation ("Certificate of Incorporation") has been duly adopted in accordance with the provisions of Sections 1077 of the Oklahoma General Corporation Act.
- C. The text of the Certificate of Incorporation of Terra Verde Discovery School, Inc., as amended, is hereby amended and restated in its entirety by this Amended and Restated Certificate of Incorporation to provide as follows:
  - 1. The name of the corporation is Terra Verde Discovery School, Inc.
- 2. The address of its registered office in the State of Oklahoma is 2500 South McGee, Suite 140, Norman, Oklahoma 73072-6705. The name of its registered agent at such address is Crowe & Dunlevy, A Professional Corporation, Attention Gary C. Rawlinson.
  - 3. The duration of this corporation is perpetual.
- 4. This corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- 5. In all events and under all circumstances, the following restrictions and provisions shall apply:
- (1) The corporation shall use and apply the assets of the corporation, including all income therefrom, exclusively within the United States or any of its possessions and exclusively for the purposes for which the corporation is organized. No part of the net earnings of the corporation shall inure incidentally or otherwise to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 4 hereof.
- (2) No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Certificate of Incorporation the corporation shall not carry on any other activities not

permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code.

- 6. This corporation is not for profit, and as such the corporation does not afford pecuniary gain, incidentally or otherwise, to its members, other than distributions to members qualified under Sections 115 or 501(c)(3) of the Internal Revenue Code.
- 7. The corporation has no authority to issue capital stock and is organized on a nonstock, not for profit basis with members in lieu of shareholders, having as its initial sole member Peter L. Wilson. Provisions for additional members and transfer of membership shall be prescribed from time to time by the bylaws of the corporation. No member, in such capacity, shall have any vested rights in the assets of the corporation.
- 8. The management and operation of the business and affairs of the corporation shall be vested in the Board of Directors selected as prescribed in the bylaws of the corporation. Election of directors need not be by written ballot unless the bylaws so provide.
- (1) The directors shall serve without compensation, provided that they may receive, pursuant to resolution of the Board of Directors, fixed fees and other compensation for their services as members of committees of the directors.
- (2) The names and addresses of the initial Board of Directors who will serve for a one-year term, or until their successors are elected and qualified, are listed below:

Peter L. Wilson 3001 36<sup>th</sup> Avenue NW Norman, Oklahoma 73072-2417

Shelly P. Wilson 3001 36<sup>th</sup> Avenue NW Norman, Oklahoma 73072-2417

Judy K. Pitt 1125 Pinehurst Drive Norman, OK 73072

- (3) The number of directors to be elected at the first meeting of members is not less than three (3) nor more than seven (7).
- 9. The bylaws may be adopted, altered, amended or repealed by the Board of Directors.
- 10. The names and addresses of the incorporators, being persons legally competent to enter into contracts, for the purpose of forming a not for profit corporation pursuant to the Oklahoma General Corporation Act, are listed below:

Gary C. Rawlinson 2500 South McGee, Suite 140 Norman, Oklahoma 73072-6705

Lydia Bugner 2500 South McGee, Suite 140 Norman, Oklahoma 73072-6705

Wanzalle Beck 20 North Broadway, Suite 1800 Oklahoma City, Oklahoma 73102-8273

- 11. (1)The corporation shall indemnify, and advance litigation expenses to, its officers, directors, employees and agents of the corporation, and persons serving at the request of the corporation as officers, directors, employees or agents of another corporation, partnership, joint venture, trust or other enterprise to the fullest extent permitted by the Oklahoma General Corporation Act, as the same exists or may hereafter be amended, and all other laws of the State of Oklahoma. No amendment to or repeal of this Article 11 shall apply to or have any effect on the right of a person entitled to indemnification hereunder for or with respect to any acts or omissions of such person occurring prior to the time of such amendment or repeal.
- (2) By action of the Board of Directors, notwithstanding any interest of the directors in the action, the Corporation may purchase and maintain insurance, in such amounts as the Board of Directors deems appropriate, on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power or would be required to indemnify him against such liability under the provisions of this Article 11 or of the Oklahoma General Corporation Act.
- (3) The right to indemnification conferred in this Article 11 shall be a contract right and shall not be exclusive of any other right which any person may have or hereafter acquire under the Corporation's Certificate of Incorporation, bylaws, or any statute, bylaw, agreement, resolution of members or directors or otherwise.
- 12. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (or corresponding section of any future tax code), or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.
- 13. Subject to the limitations set forth in this Certificate of Incorporation, the corporation reserves the right to amend, alter, change or repeal any provision contained in this

Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon members herein are granted subject to this reservation.

14. Except upon the affirmative vote of all members, no amendment to this Certificate of Incorporation may be adopted by the corporation which would impose personal liability for the debts of the corporation on the members of the corporation or which would amend, alter, repeal or adopt any provision inconsistent with this Article 14.

IN WITNESS WHEREOF, the undersigned officers have signed this Amended and Restated Certificate of Incorporation this 1st day of June, 2010.

TERRA VERDE DISCOVERY SCHOOL,

INC.

By:

Peter L. Wilson, President

ATTEST:

Bv:

Secretary

#### UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS OF TERRA VERDE DISCOVERY SCHOOL, INC.

#### September 27, 2017

The undersigned, constituting all the directors of Terra Verde Discovery School, Inc., an Oklahoma not for profit corporation (the "Corporation"), by executing this Unanimous Written Consent pursuant to Section 1027.F.1 of the Oklahoma General Corporation Act, do hereby authorize, approve and consent to the adoption of the following resolutions without a meeting:

#### Increase in Board of Directors

WHEREAS, Article 5.01 of the Bylaws of the Corporation provides that the number of directors constituting the whole Board of Directors shall be such number as fixed from time to time by the Board of Directors; and

WHEREAS, the directors desire to increase the number of directors constituting the Board of Directors to four (4):

RESOLVED, that the number of directors constituting the Board of Directors is hereby fixed at four (4) until changed by action of the Board of Directors of the Corporation.

#### Election of Director

WHEREAS, the directors desire to elect Eric Snyder to fill the vacancy on the Board of Directors created by the increase in the number of directors constituting the Board of Directors:

RESOLVED, that Eric Snyder is elected to serve as a member of the Board of Directors of the Corporation until the next annual meeting of the members or until his successor shall be elected and qualified.

This Unanimous Written Consent may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one Unanimous Written Consent of the Board of Directors of Terra Verde Discovery School, Inc., effective as of the date set forth above.

We, the undersigned, hereby certify that we are all the directors of Terra Verde Discovery School, Inc., an Oklahoma not for profit corporation, entitled to vote on the foregoing matters and we, and each of us, do hereby consent and agree to the foregoing actions, resolutions and matters.

Peter L. Wilson

Shelly P. Wilson

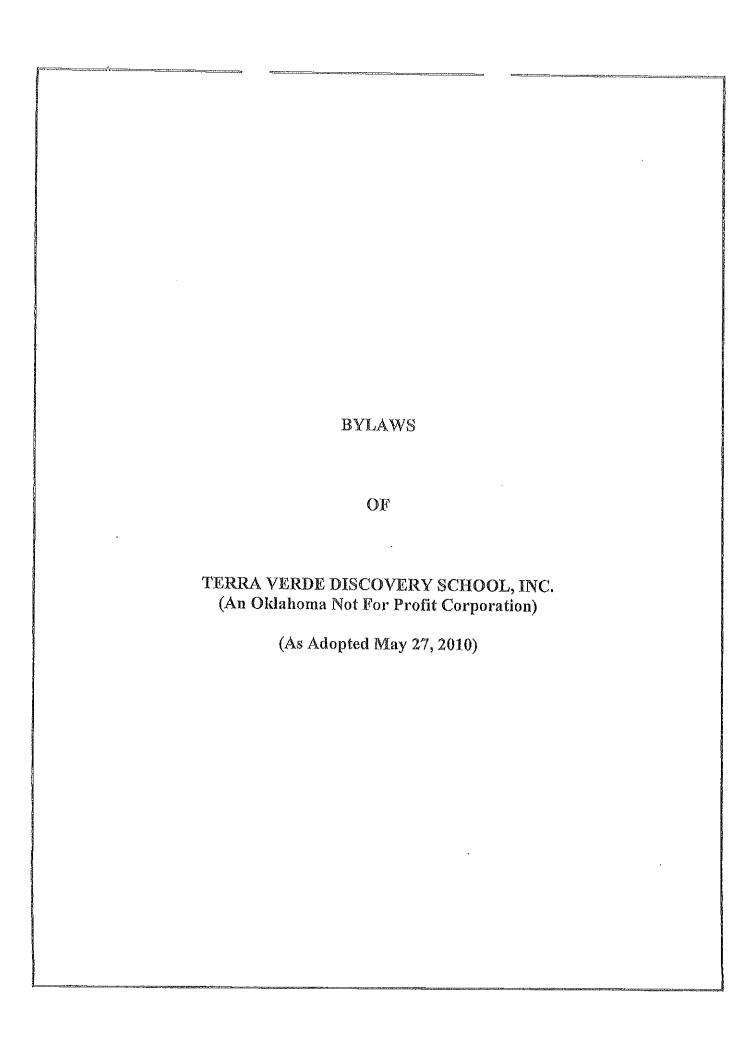
Judy K. Pitt/

DIRECTORS



## **Bylaws**

See attached.



## TABLE OF CONTENTS

## TO

## BYLAWS OF

## TERRA VERDE DISCOVERY SCHOOL, INC. (AN OKLAHOMA NOT FOR PROFIT CORPORATION)

	PURPOSES
ARTICLE II -	EXEMPT TAX STATUS
	- MEMBERS
3,01	Initial Member
3.02	Procedure for Selection of Members
3.03	No Transfer of Membership
ARTICLE IV	- MEETINGS OF MEMBERS
4.01	Annual Meeting
4,02	Special Meetings
4.03	Notice of Meetings
4.04	Quorum
4,05	Organization
4.06	Conduct of Business
4.07	Proxies and Voting
ARTICLE V -	BOARD OF DIRECTORS
5.01	Number and Term of Office
5.02	Vacancies
5.03	Regular Meetings
5.04	Special Meetings
5.05	Quorum
5,06	Participation in Meetings by Conference Telephone
5.07	Conduct of Business
5.08	Powers6
5.09	Compensation of Directors
ARTICLE VI	- COMMITTEES
6.01	Executive Committee
6.02	Other Committees of the Board of Directors
6.03	Conduct of Business
ARTICLE VI	- OFFICERS
7.01	Generally
7.02	Chairman of the Board
7.03	vice Chairman of the Board
7.04	President
7.05	Vice Presidents
7.06	Secretary
7.07	Treasurer
7,08	Delegation of Authority
7.09	Removal

7.10	Action with Respect to Securities of Other Corporations	
	II - NOTICES	10
8.01	Notices	10
8,02	Waivers	
ARTICLE IX	MISCELLANEOUS	10
9.01	Facsimile Signatures	10
9.02	Corporate Seal	
9.03	Reliance upon Books, Reports and Records	10
9.04	Fiscal Year	
9.05	Time Periods	
ARTICLE X	- AMENDMENTS	
	- ELECTRONIC TRANSMISSION	

#### **BYLAWS**

OF

### TERRA VERDE DISCOVERY SCHOOL, INC. (AN OKLAHOMA NOT FOR PROFIT CORPORATION) (AS ADOPTED MAY 27, 2010)

### ARTICLE I - PURPOSES

The corporation is organized as a not for profit corporation to provide the following services:

- (a) To promote, provide or contribute to community programs on the basis of charitable principles; and
- (b) To promote, provide or contribute to organizations operated exclusively for religious, charitable, scientific, literary or educational purposes within the United States or any of its possessions.

### ARTICLE II - EXEMPT TAX STATUS

In order to insure treatment of the corporation as an exempt corporation under Section 501(a) of the Internal Revenue Code of 1986, as amended ("Code"), the Board of Directors of the corporation shall (a) distribute the corporation's income for each fiscal year at such time and in such manner as not to subject the corporation to tax under Section 4942 of the Code, and (b) prohibit the corporation from engaging in any acts of self-dealing, as defined in Section 4941(d) of the Code, from retaining excess business holdings, as defined in Section 4943(c), from making any investments in such manner as to subject the corporation to tax under Section 4944 of the Code, and from making any taxable expenditures, as defined in Section 4945(d) of the Code.

#### ARTICLE III - MEMBERS

#### 3.01 Initial Member

The initial sole member of the corporation shall be Peter L. Wilson. All references herein to the term "members" shall be construed to refer to the singular of the term, if applicable.

### 3.02 Procedure for Selection of Members

Additional members may be elected by a majority vote of the Board of Directors at an Annual Meeting of said Board, upon the recommendation of one member of the corporation; provided that if there is no existing member to give such recommendation, then the Board of Directors shall elect the new member(s) solely by majority vote of the Board of Directors.

#### 3.03 No Transfer of Membership

Membership or any interest in this corporation shall not be assignable by a member, nor shall membership or any interest in this corporation pass to any personal representative, heir, or devisee. Membership of any member shall cease upon his or her death.

### ARTICLE IV - MEETINGS OF MEMBERS

#### 4.01 Annual Meeting

An annual meeting of the members, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place on such date, and at such time as the Board of Directors shall each year fix, which date shall be within thirteen months subsequent to the later of the date of incorporation or the last annual meeting of the members. The board of directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may be held solely by means of remote communication.

#### 4.02 Special Meetings

Special meetings of the members, for any purpose or purposes prescribed in the notice of the meeting, may be called by the Board of Directors or by the Chairman of the Board or the President and shall be held on such date, and at such time as they or he shall fix.

### 4.03 Notice of Meetings

Written notice of the place, if any, date, and time of all meetings, and the means of remote communications, if any, by which members and proxyholders may be deemed to be present in person and vote at the meetings, of the members shall be given, not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each member entitled to vote at such meeting, except as otherwise provided herein or required by law (meaning, here and hereinafter, as required from time to time by the Oklahoma General Corporation Act or the Certificate of Incorporation). The term "Certificate of Incorporation" as used herein shall mean the Certificate of Incorporation of the corporation as may be amended from time to time. Notice of a special meeting of the members shall also state the purpose or purposes for which the meeting is called.

When a meeting is adjourned to another place, if any, date or time, written notice need not be given of the adjourned meeting if the place, if any, date, and time thereof and the means of remote communications, if any, by which members and proxyholders may be deemed to be present and vote at the adjourned meeting are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty (30) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, if any, date, and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

If a meeting is to be held solely by remote communication, notice of a meeting shall also provide the information required to gain access to the member list by reasonably accessible electronic network; provided, however, that such list shall only be available to members of the corporation.

Notice may be given effectively to members if given by a form of electronic transmission consented to by the member to whom the notice is given. The consent shall be revocable by the member by written notice to the corporation. Such consent shall be deemed revoked if (a) the corporation is unable to deliver by electronic transmission two consecutive notices given by the corporation in accordance with the consent; and (b) the inability becomes known to the secretary or an assistant secretary of the corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat the inability as a revocation shall not invalidate any meeting or other action. Notice shall be deemed effectively given if by (i) facsimile telecommunication, when directed to a number at which the member has consented to receive notice; (ii) electronic mail, when directed to an electronic mail address at which the member has consented to receive notice; (iii) a posting on an electronic network together with separate notice to the member of the specific posting, upon the later of the posting and the giving of separate notice; and (iv) any other form of electronic transmission, when directed to the member in accordance with the member's consent. An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

#### 4.04 Quorum

At any meeting of the members, a majority of all of the members entitled to vote at the meeting, present in person, represented by proxy or by means of remote communication, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law or by the Certificate of Incorporation.

If a quorum shall fail to attend any meeting, the chairman of the meeting or a majority of the members entitled to vote who are present, in person, represented by proxy or by means of electronic communication, may adjourn the meeting to another date or time.

#### 4.05 Organization

Such person as the Board of Directors may have designated or, in the absence of such a person, the highest ranking officer of the corporation who is present shall call to order any meeting of the members and act as chairman of the meeting. In the absence of the Secretary of the corporation, the secretary of the meeting shall be such person as the chairman appoints.

#### 4.06 Conduct of Business

The chairman of any meeting of members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

#### 4.07 Proxies and Voting

At any meeting of the members, every member entitled to vote may vote in person or by proxy authorized in such manner as specifically permitted by the Oklahoma General Corporation Act or as the corporation may otherwise permit. Proof of such authority shall be filed in accordance with the procedure established for the meeting. If authorized by the board of directors, the requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission; provided that the electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the member or proxyholder. The validity and authenticity of any proxy shall be determined by the corporation.

Each member shall have one vote, except as otherwise provided herein or required by law or by the Certificate of Incorporation.

All voting, except where otherwise required by law or by the Certificate of Incorporation, may be by a voice vote; provided, however, that upon demand therefor by a member entitled to vote or his proxy, a vote shall be taken by written ballot, each of which shall state the name of the member or proxy voting and such other information as may be required under the procedure established for the meeting. Every vote taken by ballot shall be counted by an inspector or inspectors appointed by the chairman of the meeting.

All elections and, except as otherwise required by law or by the Certificate of Incorporation, all other matters shall be determined by a majority of the votes cast.

Notwithstanding the provisions of this Section 4.07, any action, except as set forth below, required or which may be taken at any annual or special meeting of the members may be taken without a meeting, without prior notice or a vote, if a consent or consents in writing or by electronic transmission, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members having a right to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in this state, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of members are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested, or electronic transmission. Such written consent or consents shall be filed with the minutes of the proceedings of the members, provided the filings shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those members who have not consented in writing.

Members may, unless the certificate of incorporation otherwise provides, act by written consent to elect directors; provided however, that if the consent is less than unanimous, the action by written consent may be in lieu of holding an annual meeting only if all the directorships to which directors could be elected at an annual meeting held at the effective time of the action are vacant and are filled by the action.

Every written consent shall bear the date of signature of each member who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this section to the corporation, written consents signed by a sufficient number of holders to take action are delivered to the corporation by delivery to its registered office in this state, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of members are recorded. Delivery made to a corporation's registered office shall be by hand, by certified or registered mail, return receipt requested, or by electronic transmission.

An electronic transmission consenting to an action to be taken and transmitted by a member or proxyholder, shall be deemed to be written, signed and dated for the purposes herein, provided that such electronic transmission sets forth or is delivered with information from which the corporation can determine (a) that the member or proxyholder was authorized to act for the member or proxyholder and (b) the date on which such member or proxyholder transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. An electronic transmission shall be deemed to be delivered when reproduced in paper form and delivered to (i) the corporation's registered office, (ii) its principal place of business or (iii) an officer or agent of the corporation having custody of the book in which proceedings of meetings of members are recorded, or as provided by resolution of the board of directors of the corporation.

### ARTICLE V - BOARD OF DIRECTORS

### 5.01 Number and Term of Office

The number of directors who shall constitute the whole board shall be such number as fixed from time to time by the Board of Directors, except that the number of directors constituting the initial Board of Directors shall be the number of directors named in the Certificate of Incorporation. Except as required by law, the Certificate of Incorporation or these bylaws, each director shall be elected at each annual meeting of the members. Each director shall serve until his successor is elected and qualified or until his earlier resignation or removal.

Whenever the authorized number of directors is increased between annual meetings of the members, a majority of the directors then in office shall have the power to elect such new directors for the balance of a term and until their successors are elected and qualified. Any decrease in the authorized number of directors shall not become effective until the expiration of the term of the directors then in office unless, at the time of such decrease, there shall be vacancies on the board which are being eliminated by the decrease.

#### 5.02 Vacancies

If the office of any director becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the directors remaining in office, although less than a quorum, may elect a successor for the unexpired term and until his successor is elected and qualified.

### 5.03 Regular Meetings

Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.

### 5.04 Special Meetings

Special meetings of the Board of Directors may be called by one-third of the directors then in office or by the chief executive officer and shall be held at such place, on such date, and at such time as they or he shall fix. Notice of the place, date, and time of each such special meeting shall be given each director by whom it is not waived by mailing written notice not less than three days before the meeting or by telegraphing or personally delivering the same not less than eighteen hours before the meeting; or by electronic transmission pursuant to authorization of the Board of Directors. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

### 5.05 Quorum

At any meeting of the Board of Directors, one- third of the total number of the whole board, but not less than two directors, shall constitute a quorum for all purposes, unless or except in the event that a board of one is authorized in which case one director shall constitute a quorum. If a quorum shall fail to attend any meeting, a majority of the directors present may adjourn the meeting to another place, date, or time, without further notice or waiver thereof.

### 5.06 Participation in Meetings by Conference Telephone

Members of the Board of Directors, or of any committee thereof, may participate in a meeting of such board or committee by means of conference telephone or other communications equipment that enables all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting.

### 5.07 Conduct of Business

At any meeting of the Board of Directors at which a quorum of the directors is present, business shall be transacted in such order and manner as the board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law or by the Certificate of Incorporation. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors.

#### 5.08 Powers

The Board of Directors may, except as otherwise required by law or by the Certificate of Incorporation, exercise all such powers and do all such acts and things as may be exercised or done by the corporation, including, without limiting the generality of the foregoing, the unqualified power:

- (a) To purchase or otherwise acquire any property, rights or privileges on such terms as it shall determine;
- (b) To authorize the creation, making and issuance, in such form as it may determine, of written obligations of every kind, negotiable or non-negotiable, secured or unsecured, and to do all things necessary in connection therewith;
- (c) To remove any officer of the corporation with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person for the time being;
- (d) To confer upon any officer of the corporation the power to appoint, remove and suspend subordinate officers and agents;
- (e) To adopt from time to time regulations, not inconsistent with these bylaws, for the management of the corporation's business and affairs.

### 5.09 Compensation of Directors

Directors, as such, may receive, pursuant to resolution of the Board of Directors, fixed fees and other compensation for their services as directors, including, without limitation, their services as members of committees of the directors.

#### ARTICLE VI - COMMITTEES

### 6.01 Executive Committee

The Board of Directors may designate an Executive Committee to serve at the pleasure of the board and shall elect a director or directors to serve as the member or members of the Executive Committee, designating, if it desires, other directors as alternative members who may replace any absent or disqualified member at any meeting of the Executive Committee. The Executive Committee, except to the extent as it may be restricted from time to time by the vote of a majority of the whole board, may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but the Executive Committee shall have no power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the members the sale, lease or exchange of all or substantially all of the property and assets of the corporation, recommending to the members a dissolution of the corporation or a revocation of a dissolution. or amending the bylaws of the corporation. In the absence or disqualification of any member of the Executive Committee and any alternate member in his place, the member or members of the Executive Committee present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

### 6.02 Other Committees of the Board of Directors

The Board of Directors may from time to time designate other committees of the board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the board and shall, for those committees, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternative members who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and any alternate member in his place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he or they constitute a quorum, may by unanimous vote appoint another member of the Board of Directors to act at the meeting in the place of the absent or disqualified member.

### 6.03 Conduct of Business

Each committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; one-third of the total committee members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Minutes of each committee meeting shall be prepared, approved by the chairman of the meeting and filed with the Secretary of the corporation. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of such committee.

### ARTICLE VII - OFFICERS

### 7.01 Generally

The officers of the corporation shall consist of a President and a Secretary and such other senior or subordinate officers as may from time to time be elected by the Board of Directors. The Board of Directors may also elect from its number a Chairman and Vice Chairman of the Board of the corporation. Officers shall be elected by the Board of Directors, which shall consider that subject at its first meeting after every annual meeting of members. Each officer shall hold his office until his successor is elected and qualified or until his earlier resignation or removal. Any number of offices may be held by the same person.

### 7.02 Chairman of the Board

The Chairman of the Board, if any, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors. He shall be the senior officer of the corporation and shall be responsible for overall planning and policy.

### 7.03 Vice Chairman of the Board

The Vice Chairman of the Board shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the Chairman of the Board, the Vice Chairman shall perform the duties and exercise the powers of the Chairman of the Board.

### 7.04 President

The President shall be the chief executive officer of the corporation. Subject to the provisions of these bylaws and to the direction of the Board of Directors, he shall have the responsibility for the general management and control of the affairs and business of the corporation and shall perform all duties and have all powers which are commonly incident to the office of chief executive or which are delegated to him by the Board of Directors. He shall have power to sign all contracts and other instruments of the corporation which are authorized. He shall have general supervision and direction of all of the other officers and agents of the corporation.

### 7.05 Vice Presidents

Each Vice President shall perform such duties as the Board of Directors shall prescribe. In the absence or disability of the President, the Vice President who has served in such capacity for the longest time shall perform the duties and exercise the powers of the President.

### 7.06 Secretary

The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the members and the Board of Directors. He shall have charge of the corporate records.

### 7.07 Treasurer

The Treasurer, if any, shall have the custody of all monies and securities of the corporation and shall keep regular books of account. He shall make such disbursements of the funds of the corporation as are proper and shall render from time to time an account of all such transactions and of the financial condition of the corporation.

### 7.08 Delegation of Authority

The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

### 7.09 Removal

Any officer of the corporation may be removed at any time, with or without cause, by the Board of Directors.

### 7.10 Action with Respect to Securities of Other Corporations

Unless otherwise directed by the Board of Directors, the President shall have power to vote and otherwise act on behalf of the corporation, in person or by proxy, at any meeting of shareholders of or with respect to any action of shareholders of any other corporation in which this corporation may hold securities and otherwise to exercise any and all rights and powers which this corporation may possess by reason of its ownership of securities in such other corporation.

### ARTICLE VIII - NOTICES

#### 8.01 Notices

Whenever notice is required to be given to any member, director, officer, or agent, such requirement shall not be construed to mean personal notice. Such notice may in every instance be effectively given by depositing a writing in a post office or letter box, in a postpaid, sealed wrapper, or by dispatching a prepaid telegram, addressed to such member, director, officer, or agent at his or her address as the same appears on the books of the corporation or by electronic transmission. The time when such notice is dispatched shall be the time of the giving of the notice.

### 8.02 Waivers

A written waiver of any notice, signed by a member, director, officer, or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such member, director, officer, or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

### ARTICLE IX -- MISCELLANEOUS

### 9.01 Facsimile Signatures

Facsimile signatures of any officer or officers of the corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

### 9.02 Corporate Seal

The Board of Directors may provide a suitable seal, containing the name of the corporation and the word "Oklahoma", which seal shall be placed in the custody of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

### 9.03 Reliance upon Books, Reports and Records

Each director and each member of any committee designated by the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the corporation, including reports made to the corporation by any

of its officers, by an independent certified public accountant, by an appraiser selected with reasonable care, by the Board of Directors, or by any such committee.

### 9.04 Fiscal Year

The fiscal year of the corporation shall be as fixed by the Board of Directors.

### 9.05 Time Periods

In applying any provision of these bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded and the day of the event shall be included.

### ARTICLE X - AMENDMENTS

These bylaws may be amended or repealed by the Board of Directors at any meeting.

### ARTICLE XI - ELECTRONIC TRANSMISSION

As used herein, electronic transmission means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

# CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

- 1. That I am the duly elected and acting Secretary of Terra Verde Discovery School, Inc., an Oklahoma not for profit corporation;
- 2. That the foregoing bylaws comprising eleven (11) pages constitute the bylaws of said corporation as duly adopted by Consent of Board of Directors effective May 28, 2010.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 28th day of May, 2010.

Shelly P. Wilson, Secretary

# CONSENT OF THE SOLE MEMBER OF TERRA VERDE DISCOVERY SCHOOL, INC.

#### June 1, 2010

The undersigned, the sole member of Terra Verde Discovery School, Inc., an Oklahoma not for profit corporation (the "Corporation"), by executing this Consent pursuant to Section 1073.A of the Oklahoma General Corporation Act, does hereby authorize, approve and consent to the adoption of the following resolutions without a meeting:

### Amended and Restated Certificate of Incorporation

WHEREAS, the undersigned member deems it advisable to amend and restate the Certificate of Incorporation of the Corporation to reflect that Judy K. Pitt will serve as a member of the initial Board of Directors in place of Nicole Driesbach:

RESOLVED, that the Certificate of Incorporation of this Corporation be amended and restated in the form attached hereto as Exhibit A.

FURTHER RESOLVED, that the officers of this Corporation are hereby authorized and directed to execute and file with the Secretary of State of the State of Oklahoma an Amended and Restated Certificate of Incorporation and to perform all acts necessary to amend and restated the Certificate of Incorporation of this Corporation.

The undersigned, hereby certifies that he is the sole member of Terra Verde Discovery School, Inc., an Oklahoma not for profit corporation, and does hereby consent and agree to the foregoing actions, resolutions and matters.

Peter L. Wilson

SOLE MEMBER

### UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS OF TERRA VERDE DISCOVERY SCHOOL, INC.

### May 28, 2010

The undersigned, constituting all of the directors of Terra Verde Discovery School, Inc., an Oklahoma not for profit corporation (the "Corporation"), by executing this Unanimous Written Consent pursuant to Section 1027.F.1 of the Oklahoma General Corporation Act, do hereby authorize, approve and consent to the adoption of the following resolutions without a meeting:

### Adoption of Bylaws

WHEREAS, it is necessary that the Corporation adopt a set of Bylaws to regulate the internal operations of the Corporation:

RESOLVED, that the form of bylaws filed in the Minute Book of this Corporation is approved and adopted as the Bylaws of the Corporation until such Bylaws are amended or repealed by the Board of Directors or the shareholders and the Secretary of this Corporation is authorized and directed to certify such Bylaws as so approved and adopted.

### **Election of Officers**

WHEREAS, it is necessary and desirable to elect officers of the Corporation to serve until their respective successors are elected and have qualified:

RESOLVED, that the following persons are elected to the offices of the Corporation set forth opposite their respective names, to serve for such terms as are prescribed by the Bylaws or until their respective successors are elected and have qualified:

Name	Office
Peter L. Wilson	President
Shelly P. Wilson	Secretary

### Establishment of Bank Account

WHEREAS, the Corporation will need the facilities of one or more bank accounts:

RESOLVED, that the Corporation establish in its name a deposit account and such other accounts with such bank or banks as the officers of the Corporation or any of them may deem necessary and proper, and that the President and any Vice-President, or persons designated by them, are authorized to be signatories on such accounts.

### Payment of Organization Expenses

WHEREAS, certain expenses have been incurred in organizing the Corporation and the payment of such expenses should be authorized:

RESOLVED, that the officers of this Corporation are authorized, empowered, and directed to pay the expenses of incorporation of the Corporation including, but not limited to, payment for the minute book, the corporate seal, stock certificates, the corporate records and fees of attorneys and accountants.

### **Employment of Personnel**

WHEREAS, the officers of the Corporation shall be authorized to employ agents and other personnel of the Corporation:

RESOLVED, that the officers of this Corporation are authorized to employ and hire such agents and other personnel as may be necessary and advisable in the conduct of the affairs of the Corporation.

### Adoption of Fiscal Year

WHEREAS, the Board of Directors should fix the fiscal year of the Corporation:

RESOLVED, that the Corporation adopt as its fiscal year the twelve-month period ending annually on December 31 and that the same constitute the fiscal year for succeeding years of the Corporation until changed by the Board of Directors.

### Authorization of Applications

WHEREAS, it is desirable that the officers of the Corporation be authorized to execute and submit upon behalf of the Corporation applications for licenses, permits, identification numbers and account numbers, tax returns and other instruments as may be necessary to carry on the business of the Corporation:

RESOLVED, that the officers of this Corporation are authorized to execute and submit from time to time on behalf of the Corporation such applications for licenses, permits, identification numbers and account numbers, tax returns and other instruments as may be necessary to carry on the business of the Corporation.

### Authorization to Apply for Tax Exempt Status

WHEREAS, it is desirable for the Corporation to be recognized as a tax-exempt corporation by the Internal Revenue Service, pursuant to Section 501(c)(3), of the Internal Revenue Code of 1986, as amended; and

WHEREAS, it is desirable to authorize the officers of the Corporation to execute such documents as may be necessary to obtain the exemption from the Internal Revenue Service, including specifically the execution of a Power of Attorney authorizing Kelley Grace and/or

Michael McIntosh of Eide Bailly LLP to act as attorney-in-fact on behalf of the Corporation in obtaining the exemption;

WHEREAS, the Internal Revenue Service has indicated that every corporation which applies for tax exempt status under Section 501(c)(3), of the Internal Revenue Code of 1986, as amended, needs to adopt a Conflicts of Interest Policy consistent with the provisions of the prototype policy of the IRS:

RESOLVED, that the officers of this Corporation be, and they hereby are, authorized to execute Form 1023, Application for Exemption Under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and to file the same with the Internal Revenue Service and a Nondiscriminatory Policy as to Students.

FURTHER RESOLVED, that the officers of this Corporation are authorized to execute a Power of Attorney form whereby Kelley Grace and/or Michael McIntosh of Eide Bailly LLP are authorized to act as attorney-in-fact to represent the Corporation before the Internal Revenue Service.

FURTHER RESOLVED, that the Directors hereby approve and adopt a Conflicts of Interest Policy in the form attached hereto, which form is consistent with the provision of the prototype policy of the Internal Revenue Service.

FURTHER RESOLVED, that the Directors hereby approve and adopt a Nondiscriminatory Policy as to Students in the form attached hereto.

This Unanimous Written Consent may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one Unanimous Written Consent of the Board of Directors of Terra Verde Discovery School, Inc. effective as of the date set forth above.

We, the undersigned, hereby certify that we are all of the directors of Terra Verde Discovery School, Inc., an Oklahoma not for profit corporation, entitled to vote on the foregoing matters and we, and each of us, hereby consent and agree to all the foregoing actions, resolutions and matters.

Peter L. Wilson

Shelly P. Wilson

JULY K. IPier

DIRECTORS

# NONDISCRIMINATORY POLICY AS TO STUDENTS

Terra Verde Discovery School, Inc. (the "School"), admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the School. It does not discriminate on the basis of race, color, national and ethnic original in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.

### Conflict of Interest Policy

# ARTICLE I Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

# ARTICLE II Definitions

### 1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

### 2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

# ARTICLE III Procedures

### 1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

### 2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

### 3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

### 4. Violations of the Conflicts of Interest Policy

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

### ARTICLE VII Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining,
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

# ARTICLE VIII Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

### OFFICE OF THE SECRETARY OF STATE



# NOT FOR PROFIT CERTIFICATE OF INCORPORATION

WHEREAS, the Not For Profit Certificate of Incorporation of

### TERRA VERDE DISCOVERY SCHOOL, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.

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Filed in the city of Oklahoma City this 27th day of May, 2010,

Secretary of State

### OFFICE OF THE SECRETARY OF STATE



# RESTATED CERTIFICATE OF INCORPORATION

WHEREAS, the Restated Certificate of Incorporation of

### TERRA VERDE DISCOVERY SCHOOL, INC.

has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

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Filed in the city of Oklahoma City this <u>10th</u> day of <u>June</u>, <u>2010</u>.

Secretary of State



# **Decision Making Process**

See Bylaws



### **External Organizations**

Terra Verde Discovery School has submitted payment to join Organization of Rural Elementary Schools (ORES). As a member school, our students will participate in cross country, basketball, softball, archery, and academic team competitions.



### **Foundational Commitments**

The Board's mission is to manage the fiscal security of the institution while maintaining a mission centered identity. The mission of Terra Verde Discovery School is to preserve the joys of childhood while cultivating creativity and critical thinking that stresses the importance of entrepreneurial enthusiasm, ecological sustainability, and ethical benevolence.



# **Governing Board**

President - Pete Wilson

Secretary - Shelly Wilson

Board Member - Scott Shuler

Board Member – Bart Conner

Head of School – Eric M. Snyder



### Model of Governance

Terra Verde's Board of Directors is the governing body for the School. The board's primary responsibilities include building and developing a strategic plan, serving as fiduciary of the School, and maintaining and employing the Head of School.

#### NAIS PRINCIPLES FOR GOOD PRACTICE

- The board adopts a clear statement of the School's mission, vision, and strategic goals and establishes policies and plans consistent with this statement.
- The board reviews and maintains appropriate bylaws that conform to legal requirements, including duties of loyalty, obedience, and care.
- The board assures that the School and the board operate in compliance with applicable laws and regulations, minimizing exposure to legal action.
- The board accepts accountability for both the financial stability and the financial future of the institution, engaging in strategic financial planning, assuming primary responsibility for the preservation of capital assts and endowments, overseeing operating budgets, and participating actively in fundraising.
- The board selects, supports, nurtures, evaluates, and sets appropriate compensation for the Head of School.
- The board recognizes that its primary work and focus are long-range and strategic.
- The board undertakes formal strategic planning on a periodic basis, sets annual goals related to the plan, and conducts annual written evaluations for the School.
- The board keeps full and accurate records of its meetings, committees, and policies and communicates its decisions widely, while keeping its deliberations confidential.
- Board composition reflects the strategic expertise, resources, and perspectives (past, present, future) needed to achieve the mission and strategic objectives of the School.
- The board works to ensure all of its members are actively involved in the work of the board and its committees.
- As leader of the school community, the board engages proactively with the Head of School in cultivating and maintaining good relations with School constituents as well as the broader community.

The Board of Trustees engages in long-range and strategic thinking to support the continuous growth and development of the school. During the 2021-2022 school year, the Board of Directors will develop a rolling strategic plan from 2022 through 2027. The board will lead the work, with ample support from the advisory council, administration, faculty and staff. The objectives of the plan centers on the following areas:



- Joys of Childhood and Learning
- Advancement & Admissions
- Leadership
- Finance
- Education in Nature
- World-Class Faculty & Staff



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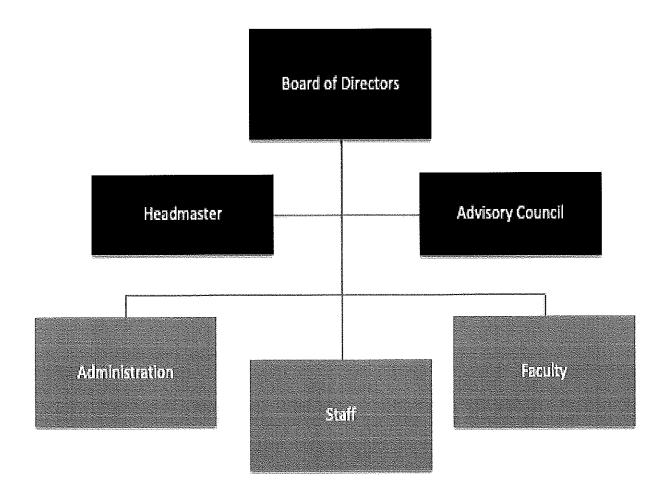
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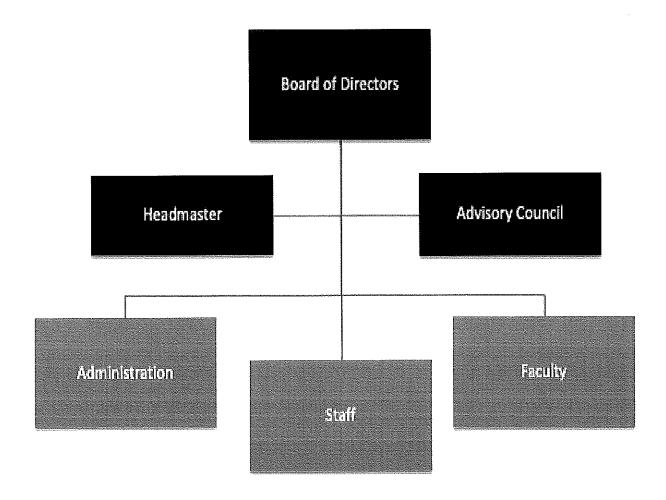


# Organizational Chart





# Organizational Chart





### Powers & Duties

The following is an overview of governance at Terra Verde, including the composition of the Board of Trustees, how trustees are selected, and the way the Board exercises its decision-making authority.

The two principal governing documents are the Articles of Incorporation of Terra Verde Discovery School, Inc (Link) and its Bylaws (Link). The Articles provide that Terra Verde is governed by a Board of Directors and the Bylaws provide the detail on the structure of the board, the election of trustees and the exercise of the Board's power, as summarized below:

The articles provide that Terra Verde is governed by a Board of Trustees and the Bylaws provide the detail on the structure of the Board, the election of trustees, and the exercise of the Board's power, as summarized below.

- The Board of Directors consists of a minimum of 5 members and a maximum of 10 voting members who are elected.
- All elected officers have full voting rights, including the Head of School and President.
- Each officer of the Board will serve three (3) year terms in their elected positions. An officer may be reelected to the same office for one additional term. An officer who has completed his or her term(s) may be elected to a different office.
- New members are elected by the Board of Directors by a majority vote of a quorum of the Trustees.
- The terms for members expire at the conclusion of Terra Verde School's fiscal year (which runs August 1<sup>st</sup> through July 31<sup>st).</sup>
- The Board of Directors employs the Head of School, who is the Board's sole employee and serve on the board as a voting member.
- Much of the Board's work is accomplished by committee, and from time to time, task forces
  are formed to discuss specific issues. Committee membership and leadership is determined by
  the Board Chair in consultation with the Head of School.



# Qualifications/Size/Terms

See Bylaws



## **Community Support**

In the Statement of Purpose, Terra Verde affirms its commitment to fostering a "vibrant community of faculty, students, and families who share a love for the joys of childhood and learning, and who strive for success in all endeavors." On campus, these ideals come to life as faculty expose students to new points of view and open their eyes to the varied experiences of individuals around the world. Off campus, our community engages in philanthropic efforts designed to improve our larger community. Our annual Terra Verde Café, Terra Verde Solar Café, lower school enrichment week, and middle school work it out week prepare our students to become engaged citizens.



### Mission Statement

With exceptional classroom faculty, high academic expectations and a unique family-oriented atmosphere, Terra Verde Discovery School's mission is to preserve the joys of childhood while cultivating creativity and critical thinking that stresses the importance of entrepreneurial enthusiasm, ecological sustainability, and ethical benevolence. Our unique environmental education program guides students to develop a personal connection with nature and to make choices that lead to a sustainable future for our planet. The ongoing social skills curriculum empowers children to develop an ethical approach to all relationships and to believe in their ability to affect positive change.



## Philosophy of Education

Terra Verde's philosophy of education is based on our mission statement and includes a challenging and diverse curriculum that focuses on small group and individual development. We encourage students to develop analytic and creative capabilities by inspiring their academic curiosity.

In recent decades, educational reform efforts in the United States have resulted in a transformational isomorphism of schools across the country, both public and private. It seems like every four to eight years we are provided with new reforms that will "fix" education. Some schools have adopted the neoprogressive efforts of Jonathan Kozol, Howard Gardner, and Theodore Sizer. Other schools have adopted "back to basic" reforms commonly discussed by Chris Whittle, Robert Slavin, and E.D. Hirsch. More contemporary advocates of education have included Wendy Kopp's Teach for America movement in conjunction with views from Michelle Rhee and Arne Duncan within their school community. And finally, others have adopted more contrarian views of schooling by Diane Ravitch (School Choice to Charter Schools), Robert Weissberg (Bad Students not Bad Schools), Paul Peterson (Virtual Learning), and more recently Betsy Devos (school choice advocate).

While not an exhaustive list, the reform efforts listed have focused on improving outcomes, retention rates, math, reading, and science scores, college entrance scores, and social awareness, with the goal of removing educational barriers to provide an opportunity for upward social mobility. While the adoption of these philosophies may have moved the needle at the national level, unfortunately, for many schools, the needle has gone in the wrong direction. Retention rates nationally have fallen in recent decades, our math, science, and reading scores have flatlined. Over 30 countries are outperforming our youth. Our conversations regarding inclusivity, diversity, tolerance, and acceptance have somehow positioned our society to be more polarized than united. And our students' identity crisis should not be taken lightly. Pointing the finger and criticizing mutually exclusive reform efforts does nothing to solve our national dilemma. What is apparent, is that one size does not fit all, and that top-down educational reform often results in a disconnect between the communities they are attempting to help and those who know what is "best" in education. As opposed to following the lead of an orthodox program, a more nuanced and humbled approach to education that takes into consideration a multivariate analysis of the community will set the stage for the school to thrive.

It is more evident than ever that school leaders/administrators need to understand the complexity associated with managing a school on a case-by-case basis. It is their leadership that will set the stage for the future of education and their impact on students and families is powerful as the community continues to grow.



### Statement of Faith

As a nonsectarian school, Terra Verde focuses on character development through our core virtues program. We believe students do not become kind, responsible, and courageous by merely talking about character. Integrity has to be modeled and practiced, which is why our virtue program is embedded into everything we do at Tera Verde. Morning meetings are the cornerstone. Fellowship, reflection, student, teacher, and parent led presentations that explore the deeper meanings of virtues and how to be mindful of them in our daily interactions are explored daily. The program forms the foundation for students to act with confidence and compassion and learn to enact change at a very young age.



### Statement of Purpose

Terra Verde is a nonsectarian, independent day school for grades Pre-K through 8<sup>th</sup> grade. The school also serves students ages 14-22 with developmental delays in our Transitions program. The Board intends for the school to be a vibrant community of faculty, students, and families who share a love for the joys of childhood and learning, and who strive for success in all endeavors.

At Terra Verde, time spent outdoors in the natural environment connecting with nature is purposeful and developed to instill a curiosity for how our planet works. Developmentally appropriate, yet challenging studies in Sciences, Arts, and Humanities form the basis of a Terra Verde education as the child transitions to middle school. Our faculty work to instill an enthusiasm for learning at all grade levels, to encourage independent and critical judgement, and to demonstrate methods for making factual and effective communication.

Terra Verde aims to prepare its students for assuming leadership and responsibility in a competitive world. To this end, the school professes and upholds certain core virtues. These virtues are coupled with learning to: (1) be disciplined and postpone immediate gratification, (2) appreciate hard-won satisfaction, (3) learning how to appropriately defend one's own ideas, (4) respect dissenting views of others, and (5) accept the consequences for one's own actions.



# **Vision Statement**

Our vision is to nurture the potential of every student while preserving the joys of childhood and learning.



# **OPERATIONS**

# **Child Nutrition**

Terra Verde's mission of ecological sustainability causally relates the importance of a healthy lifestyle. While our school community does not provide a lunch service, we do ask families to participate in our trashless lunch program. We believe that every moment of the school day is a learning opportunity, and lunch time is no exception!

A typical school lunch contains a lot of trash: single-serve containers, plastic bags, aluminum foil, and disposable juice boxes. Multiply that by the number of children and adults in a school and you get a tremendous waste of resources. With campus waste reduction as a high priority, we began a trashless lunch program. Our students bring lunches from home every day. We encourage them to eat healthy foods, reusable food and beverage containers and stainless-steel utensils. We supply the cloth napkins, and our food scraps are composted by student helpers each day. The compost is then utilized to facilitate growth in our raised garden beds.

Our health and wellness program at TVDS also emphasizes healthy eating and lifestyle choices.

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Ŧ. 5th Grade Schedule Tues, Wed. Thurs. Ш О. RECESS, C-A-B Mon. 10:00-10:15 10:15-10:30 10:30-10:45 10:45-11:00 11:00-11:15 11:30-11:45 11:45-12:00 12:00-12:15 12:30-12:45 12:30-12:45 12:45-1:00 1:00-1:15 9:30-9:45 9:45-10:00 F 4th Grade Schedule Tues. Wed. Thurs. 뿚 RECESS. B-C-A Mon. Έ 3rd Grade Schedule RECESS A-B-C 삢 Tues. Mon. 2:45-3:00 3:00-3:15 3:15-3:30 3:30-3:45

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# 6th Grade A/B Schedule

Monday-Thursday	Week A Week B	Arrive; Wash Hands	CPR with Mrs. Beck CPR with Mr. Woolum	Mandarin or Spanish	Science Language Arts	Restroom Break; Wash Hands	Lunch/Recess	Math Social Studies	Restroom Break; Wash Hands	Specials M—Art; Tu—Music; W—PE; Th—Latin	Clean Up; Pack Up; Get Ready for Dismissal
*	Time	8:25-8:30	8:30-8:50	8:55-9:45	9:50-11:15	11:15-11:20	11:20-12:00	12:10-1:35	1:35-1:45	1:45-3:30	3:30-3:45

	Friday	
Time	Week A	Week B
8:25-8:30		Arrive; Wash Hands
8:30-8:50	CPR with Mrs. Beck	CPR with Mr. Woolum
8:55-9:45	Mandarin	Mandarin or Spanish
9:50-11:50	Science	Language Arts
11:50-11:55	Restroom Brea	Restroom Break; Wash Hands
11:55-12:45	Lunch	Lunch/Recess
12:50-2:50	Math	Social Studies
2:50-3:00	Restroom Brec	Restroom Break; Wash Hands
3:00-3:35	Adv	Advisory
3:35-3:45	Clean Up; Pack Up; C	Clean Up; Pack Up; Get Ready for Dismissal



# 7<sup>th</sup> Grade A/B Schedule

Monday-Thursday	Week A Week B	Arrive; Wash Hands	CPR with Mr. Woolum CPR with Mrs. Pearsall	Social Studies (Mr. Woolum)  Pre-Algebra (Mrs. Lindsay)  Algebra (Mr. Bell)	Mandarin or Spanish	Restroom Break; Wash Hands	Lunch/Recess	Science Language Arts	Restroom Break; Wash Hands	Specials M—PB; Tu—Latin; W—Art; Th—Music	Clean Up; Pack Up; Get Ready for Dismissal
	Time	8:25-8:30	8:30-8:50	8:55-10:20	10:25-11:15	11:15-11:20	11:20-12:00	12:10-1:35	1:35-1:45	1:45-3:30	3:30-3:45

	Friday	
Time	WeekA	Week B
8:25-8:30	Arrîve; W	Arrive; Wash Hands
8:30-8:50	CPR with Mr. Woolum	CPR with Mrs. Pearsall
8:55-10:55	Social Studies (Mr. Woolum) Pre-Algebra (Mrs. Lindsay) Algebra (Mr. Beil)	Math (Mrs. Lindsay) Social Studies (Mr. Woolum)
11:00-11:50	Mandarin	Mandarin or Spanish
11:50-11:55	Restroom Brea	Restroom Break; Wash Hands
11:55-12:45	Lunch	Lunch/Recess
12:50-2:50	Science	Language Arts
2:50-3:00	Restroom Brea	Restroom Break; Wash Hands
3:00-3:35	Adv	Advisory
3:35-3:45	Clean Up; Pack Up; G	Clean Up; Pack Up; Get Ready for Dismissal



# 8<sup>th</sup> Grade A/B Schedule

8:30-8:50 8:55-10:20 10:25-10:50 10:50-12:15 12:15-12:40 12:45-1:35	Week A  Arrive; W  CPR with Mrs. Pearsall  Language Arts  Social Studies  Restroom Break Wash Hands)  Lu  Mandarin  Restroom Brea	rs. Pearsall  Physical Science (Mrs. Beck)  Pre-Algebra (Mr. Bell)  Recess  Science (Mrs. Beck)  Algebra 1 (Mrs. Lindsay)  Geometry (Mr. Bell)  Restroom Break; Wash Hands)  Restroom Break; Wash Hands
1:45-3:30	Specials M—Music; Tu—PE; W—Latin; Th— Clean Up; Pack Up; Get Ready for Dis	Specials  M—Music; Tu—PE; W—Latin; Th—Art  Clean Up; Pack Up; Get Ready for Dismissal

	Friday	
Time	Week A	Week B
8:25-8:30	Arrive; Wash Hands	1sh Hands
8:30-8:50	CPR with Mrs. Pearsall	CPR with Mrs. Beck
8:55-10:55	Language Arts	Physical Science (Mrs. Beck) Pre-Algebra (Mr. Bell)
10:55-11:00	Restroom Brea	Restroom Break; Wash Hands
11:00-11:50	Lunch/	Lunch/Recess
11:55-1:55	Social Studies	Science (Mrs. Beck) Algebra 1 (Mrs. Lindsay) Geometry (Mr. Bell)
2:00-2:50	Mandarin	Mandarin or Spanish
3:00-3:35	Advi	Advisory
3:35-3:45	Clean Up; Pack Up; G	Clean Up; Pack Up; Get Ready for Dismissal

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Updated: Aug. 6, 2020

# C- Outdoor Classroom

# A-Playground B-Athletic Field ROG August 2020 - July 2021

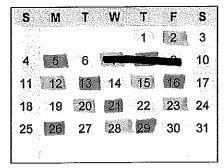
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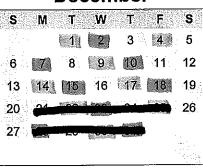
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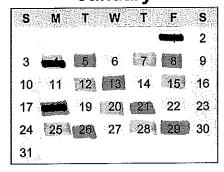
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# C. Outdoor Classroom

# August 2020 - July 2021

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# August 2020 - July 2021

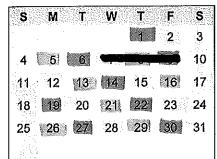
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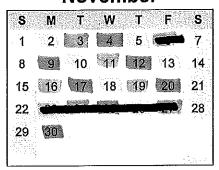
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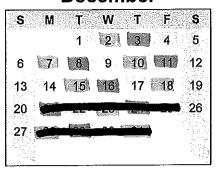
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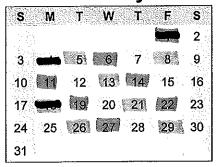
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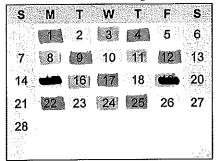
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# August 2020 - July 2021

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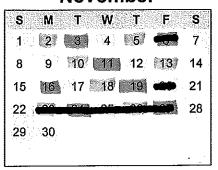
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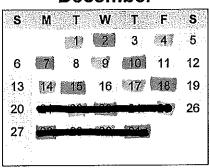
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# A-Playground B-Athletic Field Couldon Classroom August 2020 - July 2021

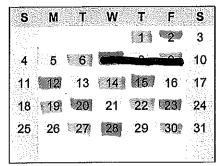
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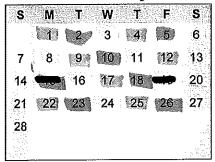
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# C-CALGOOK CAREZARALA

# August 2020 - July 2021

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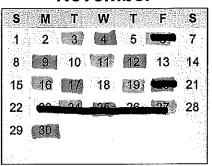
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# November



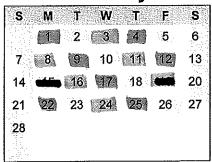
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# August 2020 - July 2021

# **August**

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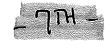
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Get these printable calendars for any dates you need with <u>CalendarsThatWork.com Full Access</u>.





ATHLETIC FIELD

Week A Schedu	Week A Schedule Monday, Tuesday, Wednesday, & Thursday	day			We
6th Grade	7th Grade	8th Grade		6th Grade	L
Arrive/Wash Hands	Arrive/Wash Hands	AmveWash Hands	8:25-8:30	Artive/Wash Hands	L
CPR-Beck	CPR - Woolum	CPR-Pearsall	8:30-8:50	CPR - Beck	
Transition to 1st Period	Transition to 1st Period	Transillon to 1st Period	8:50-8:55	Transition to 1st Period	L
8:55-9:45 tst Period: Foreign Language			8:55-9:45	1st Period: Foreign Language	
9:45-9:50 Transition to 2nd Perfod	1st Period: Social Studies/Pre-Algebra	1st Portod: Language Arts	9:45-9:50	Transition to 2nd Period	
9:50-10:20			9:50-10:55		
0:20-10:25 2nd period: Science	Transition to 2nd Period	Transition to 2nd Period	10:55-1:00	2nd period: Science	L
0225-11:15	2rd Period: Foreign Language		11:00-11:50		
1:15-11:20 Wash Hands for Lunch	Wash Hands for Lunch	2nd Period: Social Studies	11:50-11:55	Transillon/Wash Hands	L
1:20-11:50			24.05 49.45		
1:50-12:00	Bar and Carlot	Transition/Wash Hands	C#.7( -CC.   -		
2:00-12:10 Transition/Wash Hands	Transition/Wash Hands		12:45-12:50	Transition to 3rd Period	L
2:10-12:40			12:50-1;56		
2:40-12:45 3rd Period: Math	3rd Period: Science	Transition to 3rd Period	1:55-2:00	3rd Period: Math	
2:45-1:35		3rd Perfod: Foreign Language	2:00-2:50		
:35-1:45 Wash Hands/Transition to Specials	Wash Hands/Transition to Specials	Wash Hands/Transillon to Specials	2:50-3:00	Wash Hands/Transillon to Advisory	L
Specials	Specials	Specials	3:00-3:35	Advisory	L
3:30-3:40 Wash Hands/Bet Ready for Dismisse!	Wash Hands/Get Roady for Dismissal	Wash Hands/Get Ready for Dismissal	3:35-3:40	Wash Hands/Set Ready for Dismissal	×

	6th Grade	7th Grade	8th Grade	
8:25-8:30	Arrive/Wash Hands	Amve/Wash Hands	Arrive/Wesh Hands	8:25-8:30
8;30-8:50	CPR - Wootum	CPR - Pearsili	CPR-Back	8:30-8:50
8:50-8:55	Transition to 1st Period	Transition to 1st Period	Transition to 1st Period	8:50-8:55
8:55-9:45	1st Period: Foreign Language			8:55-9:45
9:45-9:50	Transition to 2nd Period	1st Period: Math/Social Studies	1st Period: Physical Science/Pre-Algebra	9:45-9:50
9:50-10:20				9:50-10:55
10:20-10:25	2nd Period: Language Arts	Transition to 2nd Pertod	Transition to 2nd Period	10:55-11:00
10:25-11:15		2rd Period: Foreign Language		11:00-11:50
11:15-11:20	Wash Hands for Lunch	Wash Hands for Lunch	2nd Period: Science/Algebra I	11:50-11:55
11:20-11:50				77.47
11:50-12:00			Transibon/Wash Hands	0471-0011
12:00-12:10	Transition/Wash Hands	Transition/Wash Hands		12:45-12:50
12:10-12:40	The second secon			12:50-1:55
12:40-12:45	3rd Period: Social Studies	3rd Period: Language Arts	Transition to 3rd Period	1:55-2:00
12:45-1:35			3rd Period: Foreign Language	2:00-2:50
1:35-1:45	Wash Hands/Transillon to Specials	Wash Hands/Transition to Specials	Wash Hands/Transition to Specials	2:50-3:00
1,45-3:30	spects	Specials	Specials	3:00-3:36
3-30-3-40	Manipus Landelfoot Depote Ass Discourse	Sandania Condesion Dender Contractions	Mash Mandellas Dendictor Diomicent	00.00

		Week B Schedule Friday	
	eprag use	7th Grade	8th Grade
8:25-8:30	Amve-Wash Hands	Amive/Wash Hands	Artive/Wash Hends
8:30-8:50	CPR - Woolum	CPR - Pearsall	CPR-Beck
8:50-8:55	Transition to 1st Period	Transition to 1st Period	Transition to 1st Period
8:55-9:45	1st Period: Foreign Language		
9:45-9:50	Transition to 2nd Period	1st Period: Math/Social Studies	1st Period: Physical Science/Pre-Algebra
9:50-10:55			
10;55-11:00	2nd Period: Language Arts	Transition to 2nd Period	Wash Hands for Lunch
11:00-11:50		2nd Period: Foreign Language	
11:50-11:55	Transition/Wash Hands	Transillon/Wash Hands	Transition to 2nd Period
11:55-12:45			
12:45-12:50	Transition to 3rd Period	Transition to 3rd Period	2nd Perfed: Science/Algebra I
12:50-1:55			
1:55-2:00	3rd Period: Social Studies	3rd Period: Language Arts	Transition to 3rd Period
2:00-2:50			3rd Period: Foreign Language
2:50-3:00	Wesh Hands/Transition to Advisory	Wash Hands/Transition to Advisory	Wash Hands/Transition to Advisory
3:00-3:36	Advisory	Advisory	Advisory
3:35-3:40	Wash Hands/Get Ready for Dismissal	Wash Hands/Get Ready for Dismissal	Wash Hands/Get Ready for Dismissal

Transition to 3rd Parlod
3rd Parlod: Fereign Language
Wash Hands/Transition to Advisory
Advisory
Wash Hands/Get Ready for Dismissal

Advisory Wash Hands/Get Ready for Dismissal

Wash Hands/Transition to Advisory

2nd Period: Social Studies Transition to 2nd Pedod Wash Hands for Lunch

> Transition to 3rd Period 3rd Period: Science

1st Period; Language Arts

1st period: Social Studies/Pre-Algebra

Week A Schedule Friday
7th Grade
Arrive/Mash Hands
CPR:-Woolum
Transition to 1st Period

Transition to 2nd Period
Znd Period: Foreign Language
Transition/Wash Hands

<u>Key</u>	Σ:
	No Classes/School
	Week A
	Week B
	Committee Days
	Work It Out Days

Month	Days	Notes
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May	17 18 19 20 2	
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WEEK A (M-TH)	Amive/Wash Hands	CPR - Beck	Transition to 1st Period	1st Period: Foreign Language	Transition to 2nd Period		Concing of project pac	zila pelitoa, scielice		Wash Hands for Lunch	Asset Straint Library	Transition/Wash Hands		Ord Domody Math	oto Fellou. Matti		Wash Hands/Transition to Specials	Specials	Mash Hands/Get Ready for Dismissal
Λ	8:25-8:30	8:30-8:50	8:50-8:55	8:55-9:45	9:45-9:50	9:50-10:20	10:20-10:25	10:25-10:50	10:50-11:15	11:15-11:20	11:20 - 12:00	12:00-12:10	12:10-12:15	12:15-12:40	12:40-12:45	12:45-1:35	1:35-1:45	1:45-3:30	3-30 3-40

WEEK B (M-TH)	Arrive/Wash Hands	CPR - Woolum	Transition to 1st Period	1st Period: Foreign Language	Transition to 2nd Period		Charles I thousand have	znu renou. Language Aris		Wash Hands for Lunch			Transition/Wash Hands		3rd Period: Social Studies		Wash Hands/Transition to Specials	Specials	Wash Hands/Get Ready for Dismissal
7	8:25-8:30	8:30-8:50	8:50-8:55	8:55-9:45	9:45-9:50	9:50-10:20	10:20-10:25	10:25-10:50	10:50-11:15	11:15-11:20	11:20 - 11:50	11:50-12:00	12:00-12:10	12:10-12:40	12:40-12:45	2:45-1:35	:35-1:45	1:45-3:30	3:30-3:40

WEEK A (Fri)	Arrive/Wash Hands	CPR - Beck	Transition to 1st Period	1st Period: Foreign Language	Transition to 2nd Period		Ond neglet. Oriente	ליים ליפויסם: סכיפויסם	Transition/Wash Hands	Lindingeres	Transition to 3rd Period		The second production	old Pellod: Main		Wash Hands/Transition to Advisory	Advisory	Wash Hands/Get Ready for Dismissal
	8:25-8:30	8:30-8:50	8:50-8:55	8:55-9:45	9:45- 9:50	9:50 - 10:55	10:55 -11:00	11:00 - 11:50	11:50 - 11:55	11:55 - 12:45	12:45 - 12:50	12:50-1:55		1:55 - 2:00	2:00 - 2:50	2:50 - 3:00	3:00 - 3:35	3:35-3:40

	WEEK B (Fri)
8:25-8:30	Arrive/Wash Hands
8:30-8:50	CPR-Woolum
8:50-8:55	Transition to 1st Period
8:55-9:45	1st Period: Foreign Language
9:45- 9:50	Transition to 2nd Period
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10:55 -11:00	Ond Bartod: Language Arts
11:00 - 11:50	
11:50 - 11:55	Transition/Wash Hands
11:55 - 12:45	Lincon Reverse
12:45 - 12:50	Transition to 3rd Period
12:50-1:55	
1:55 - 2:00	3rd Period: Social Studies
2:00 - 2:50	
2:50 - 3:00	Wash Hands/Transition to Advisory
3:00 - 3:35	Advisory
3:35-3:40	Wash Hands/Get Ready for Dismissal

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	SPECIALS
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Tuesday	Music
Wednesday	PE
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WEEK A (M-TH)	Arrive/Wash Hands	CPR-Woolum	Transition to 1st Period	:	1st Penod: Social Studies/Pre-Algebra/	- Biograph	Transition to 2nd Period	Seed Borgod: Egwolen   Seed	ziù relloù, roi eigii Language	Wash Hands for Lunch	TOWNS THE PROPERTY OF THE PARTY	Transition/Wash Hands					Wash Hands/Transition to Specials	Specials	
	8:25-8:30	8:30-8:50	8:50-8:55	8:55-9:45	9:45-9:50	9:50-10:20	10:20-10:25	10:25-10:50	10:50-11:15	11:15-11:20	11:20 - 12:00	12:00-12:10	12:10-12:15	12:15-12:40	12:40-12:45	12:45-1:35	1:35-1:45	1:45-3:30	

WEEK B (M-TH)	Arrive/Wash Hands	CPR - Pearsall	Transition to 1st Period		1st Period: Math/Social Studies		Transition to 2nd Period	Sed Bordod: Epsolan   positions	ziu renou. Potelgittanguage	Wash Hands for Lunch			Transition/Wash Hands		3rd Period: Language Arts		Wash Hands/Transition to Specials	Specials	Wash Hands/Get Ready for Dismissal
Λ	8:25-8:30	8:30-8:50	8:50-8:55	8:55-9:45	9:45-9:50	9:50-10:20	10:20-10:25	10:25-10:50	10:50-11:15	11:15-11:20	11:20 - 11:50	11:50-12:00	12:00-12:10	12:10-12:40	12:40-12:45	12:45-1:35	1:35-1:45	1:45-3:30	3:30-3:40

WEEK B (Fri)	Arrive/Wash Hands	CPR-Pearsall	Transition to 1st Period		1st Period: Math/Social Studies		Transition to 2nd Period	2nd Period: Foreign Language	Transition/Wash Hands		Transition to 3rd Period		3rd Period: Language Arts		Wash Hands/Transition to Advisory	Advisory	Wash Hands/Get Ready for Dismissal
	8:25-8:30	8:30-8:50	8:50-8:55	8:55-9:45	9:45-9:50	9:50 - 10:55	10:55 -11:00	11:00 - 11:50	11:50 - 11:55	11:55 - 12:45	12:45 - 12:50	12:50-1:55	1:55 - 2:00	2:00 - 2:50	2:50 - 3:00	3:00 - 3:35	3:35-3:40

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7th Grade	SPECIALS	PE	Latin	Art	Music	
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	WEEK A (M-TH)
8:25-8:30	Arrive/Wash Hands
8:30-8:50	CPR - Pearsall
8:50-8:55	Transition to 1st Period
8:55-9:45	
9:45-9:50	1st Period: Language Arts
9:50-10:20	
10:20-10:25	Transition to 2nd Period
10:25-10:50	
10:50-11:15	
11:15-11:20	
11:20 - 12:00	2nd Period: Social Studies
12:00-12:10	
12:10-12:15	
12:15-12:40	4.03 m
12:40-12:45	Transition to 3rd Period
12:45-1:35	3rd Period: Foreign Language
1:35-1:45	Wash Hands/Transition to Specials
1:45-3:30	Specials
3:30-3:40	Wash Hands/Get Ready for Dismissal

WEEK B (M-TH)	Arrive/Wash Hands	GPR-Beck	Transition to 1st Period		IST PERIOG. PRIVSICAL OCIENCE/PRE-		Transition to 2nd Period	SSAPA		State of the state	Zrid Feriou.: Science/Argebra I/ Cosmetty	Gentrens		<u>Lanca</u>	Transition to 3rd Period	3rd Period: Foreign Language	Wash Hands/Transition to Specials	Specials	Wash Hands/Get Ready for Dismissal
Ν	8:25-8:30	8:30-8:50	8:50-8:55	8:55-9:45	9:45-9:50	9:50-10:20	10:20-10:25	10:25-10:50	10:50-11:15	11:15-11:20	11:20 - 12:00	12:00-12:10	12:10-12:15	12:15-12:40	12:40-12:45	12:45-1:35	1:35-1:45	1:45-3:30	3:30-3:40

WEEK A (Fri)	Arrive/Wash Hands	CPR-Hollis	Transition to 1st Period		1st Period: Language Arts	35	:00 Wash Hands for Lunch	:50	:55 Transition to 2nd Period	:45	::50 2nd Period: Social Studies	5	Transition to 3rd Period	O 3rd Period: Foreign Language	Wash Hands/Transition to Advisory	5 Advisory	Wash Hands/Get Ready for Dismissal
	8:25-8:30	8:30-8:50	8:50-8:55	8:55-9:45	9:45-9:50	9:50 - 10:55	10:55 -11:00	11:00 - 11:50	11:50 - 11:55	11:55 - 12:45	12:45 - 12:50	12:50-1:55	1:55 - 2:00	2:00 - 2:50	2:50 - 3:00	3:00 - 3:35	3:35-3:40

	WEEK B (Fri)
8:25-8:30	Arrive/Wash Hands
8:30-8:50	CPR-Beck
8:50-8:55	Transition to 1st Period
8:55-9:45	
9:45- 9:50	1st Period: Physical Science/Pre-Algebra
9:50 - 10:55	
10:55 -11:00	Wash Hands for Lunch
11:00 - 11:50	
11:50 - 11:55	Transition to 2nd Period
11:55 - 12:45	
12:45 - 12:50	2nd Period: Science/Algebra I
12:50-1:55	
1:55 - 2:00	Transition to 3rd Period
2:00 - 2:50	3rd Period: Foreign Language
2:50 - 3:00	Wash Hands/Transition to Advisory
3:00 - 3:35	Advisory
3:35-3:40	Wash Hands/Get Ready for Dismissal

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	SPECIALS
Monday	Music
Tuesday	고
Wednesday	Latin
Thursday	Αrt



# **OPERATIONS**

# **Operating Agreement**

See Attached.

#### DISCOVERY SCHOOL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 1st day of August, 2020, by and between NORMAN SCHOOL LAND, LLC, an Oklahoma limited liability company, hereinafter called "Landlord," and TERRA VERDE DISCOVERY SCHOOL, INC., an Oklahoma non-profit corporation, hereinafter called "Tenant".

#### ARTICLE I

#### PREMISES

1.1 <u>Agreement to Lease</u>. In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and Tenant rents from Landlord the property located in Cleveland County, Oklahoma described on <u>Exhibit A</u> hereto and all improvements thereon (the "Premises").

#### ARTICLE II

#### TERM

2.1 <u>Term of Lease</u>. The term of this lease (the "Lease") shall be for one (1) year, commencing August 1, 2020 (the "Commencement Date"), and terminating twelve (12) months thereafter (the "Expiration Date"), unless sooner terminated as herein provided.

#### ARTICLE III

#### RENT

- 3.1 <u>Base Rent</u>. Tenant shall pay Landlord as base rent ("Base Rent") for the Premises each month, without setoff or deduction, and without any prior demand therefor, the sum of Twenty Thousand Dollars (\$20,000), on the first day of each and every month during the lease term, the first of such monthly installments to be due and payable on the date of execution of this Lease.
- 3.2 <u>Late Charges</u>. If Tenant fails to make any installment of Base Rent, or any other sum due Landlord hereunder, within ten (10) days after such amount is due, then the Landlord may make or assess a late charge of ten percent (10%) of the amount of each delinquent payment. Any assessment of late charges by Landlord shall be considered for all purposes as Additional Rent under the terms of this Lease, and shall be added to and payable with the next maturing monthly rental installment following such assessment. Assessment by Landlord of a late charge as herein provided shall be without prejudice to any remedies provided by law or under the provisions hereof. No assessment, payment or acceptance of a late charge

shall operate as a waiver or estoppel of the right of Landlord to declare a default hereunder, or to pursue any default remedies provided by this Lease or by law. Such late charge shall be earned from the day after the due date to the date paid.

#### ARTICLE IV

#### SECURITY DEPOSIT

[INTENTIONALLY OMITTED]

#### ARTICLE V

#### CONSTRUCTION OF IMPROVEMENTS

[INTENTIONALLY OMITTED]

#### ARTICLE VI

#### CONDITION OF PREMISES

6.1 <u>Tenant's Acceptance of Premises</u>. Tenant has previously occupied the Premises and, as a result of such prior occupation of the Premises, Tenant is familiar with the Premises.

Neither Landlord nor Landlord's agents have made any representations with respect to the Premises, except as expressly set forth herein, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth in the provisions of this Lease Agreement. The taking of possession of the Premises by Tenant shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken. In no event shall Landlord be liable for any defects in the Premises or for any limitation on its use. Landlord shall not be responsible for any latent defect in the Premises, and the rent hereunder shall in no case be withheld or diminished on account of any defect in the Premises, any change in the condition thereof, any damage occurring thereto, or the existence with respect thereto of any violations of laws or regulations of any governmental authority.

6.2 <u>Landlord's Title</u>. Landlord is leasing the Premises and has the right to enter into this Lease, and the Premises are accepted by Tenant subject to, and Tenant agrees to abide by, all and singular, the easements, restrictions, covenants, reservations, mineral reservations and other matters affecting title to the Premises.

#### ARTICLE VII

#### ALTERATIONS, ADDITIONS AND IMPROVEMENTS

- Improvements by Tenant. Tenant shall not make or allow to be made any 7.1 alterations or physical additions in or to the Premises without first obtaining the written consent of Landlord. At such time as Tenant requests such consent of Landlord, Tenant shall submit plans and specifications for such alterations or additions, and comply with any and all reasonable requirements of Landlord. Subject to the Landlord's lien, Tenant may remove "removable trade fixtures," provided (1) any such removal is made prior to the termination of this Lease Agreement; (2) Tenant is not in default of any of the obligations or covenants hereunder; and (3) such removal may be effected without damage to the Premises, and Tenant promptly repairs all damage caused by such removal at its sole expense. All trade fixtures, merchandise, equipment and signs of every description which are not removable or not removed in accordance with the preceding, and any alterations or additions to the Premises shall become the property of Landlord, and shall remain upon and be surrendered with the Premises as part thereof at the termination of this Lease. Tenant hereby waives all rights to any payment or compensation therefor. Removable trade fixtures shall include tables, chairs, desks, wall brackets, shelves, mirrors and business machines and equipment (provided same are not permanently attached), but shall not include ducts, conduits, wiring, pipes, paneling, wall covering or floor covering or permanently attached fixtures which cannot be removed without damage to the Premises. Upon termination of this Lease Agreement, Tenant shall, at its sole cost and expense, if requested by Landlord, remove any and all alterations, additions, fixtures, equipment and property installed by Tenant in the Premises and restore the Premises to the condition thereof at the time of tender of possession of the Premises, ordinary wear and tear excepted.
- 7.2 Signs. Tenant shall not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises any sign, or advertising matter, or other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval and consent, which consent may be withheld in the sole discretion of the Landlord. Landlord has consented to the existing signage as of the date of this Lease Agreement.

#### ARTICLE VIII

### REPAIR, MAINTENANCE AND SURRENDER

8.1 <u>Tenant's Maintenance</u>. Tenant shall at all times keep the Premises including all glass, partitions, doors, fixtures, plumbing, electrical and the heating and air conditioning systems in the Premises, roofing and flooring in good order, condition and repair and shall be otherwise responsible for all maintenance of, and repairs to, the Premises, except as provided by <u>Section 8.4</u>. Tenant shall also mow the grass and keep the landscaping on the Premises maintained in good condition at all times.

- 8.2 Landlord's Option to Make Tenant Repairs. If Tenant refuses or neglects to maintain or to repair the Premises within thirty (30) days after receipt of Landlord's written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's fixtures or other property, or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's cost for making such repairs, plus fifteen percent (15%) for overhead, upon presentation of bills therefor, as Additional Rent.
- 8.3 <u>Landlord's Maintenance</u>. Landlord shall keep the exterior walls, foundation and building structure of the Premises in a good state of repair; provided, however, if Landlord is required to make repairs to these areas by reason of Tenant's negligent act or omission to act, Landlord shall add the cost of such repairs, plus fifteen percent (15%) for overhead, to the rent which shall thereafter become due.
- 8.4 <u>Waste and Surrender</u>. Tenant shall not commit or allow any waste or damage to be committed on any portion of the Premises, and upon expiration or sooner termination of the term hereof, Tenant agrees to deliver up the Premises to Landlord in the condition set out above, ordinary wear and tear excepted, and Landlord shall have the right to re-enter and resume possession of the Premises.
- 8.5 <u>Surrender of Key</u>. At the expiration of the tenancy hereby created, Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent, and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises.

#### ARTICLE IX

#### UTILITIES, TAXES AND SERVICES

- 9.1 <u>Services Provided: Payment.</u> Tenant shall pay all bills for water, gas, electricity, fuel, light, heat and power furnished to or used by Tenant on or about the Premises and all disposal or sewage service charges to the Premises. Tenant shall pay all telephone bills, cable charges and other bills incurred by Tenant of for the Premises during the term of the Lease.
- 9.2 <u>Ad Valorem Taxes</u>. Tenant shall pay all real estate taxes and special assessments, if any, levied upon the Premises by any state, city, school district or federal governmental authority.

#### ARTICLE X

#### INSURANCE AND INDEMNITY

- this Lease, at Tenant's Insurance Requirements. Tenant shall during the entire term of this Lease, at Tenant's own expense, keep in force public liability insurance in an amount of not less than [\$5,000,000.00] insuring Tenant against liability that may accrue against it on account of any occurrences in or about the Premises during the term or in consequence of Tenant's occupancy thereof and resulting in personal injury or death or property damage. Tenant shall further keep in force at its own expense casualty insurance covering all of its personal property and leasehold improvements and Worker's Compensation Insurance, as required by law. Additionally, Tenant shall keep in force at its own expense fire and extended coverage insurance on all improvements located on the Premises. Tenant shall on request furnish to Landlord certificates of all insurance required under this paragraph. If Tenant fails to maintain such insurance, Landlord may maintain the same on behalf of Tenant. Any premiums paid by Landlord shall be deemed Additional Rent and shall be due on the payment date of the next installment of Base Rent hereunder.
- 10.2 Increase in Insurance Premiums. Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by Landlord on said Premises, resulting from the type of property held, stored or sold by Tenant on or from the Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises. Tenant shall also pay, in such event, any additional premium on the rent insurance policy that may be carried by the Landlord for Landlord's protection against rent loss through casualty. Bills for additional premiums shall be rendered by Landlord to Tenant at such time as Landlord may elect, and shall be due from and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and shall be paid as, Additional Rent.
- harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or any part thereof, if occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, invitees, contractors, employees, servants, tenants or concessionaires. In case Landlord shall, without fault on Landlord's part, be made a party to any litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless, and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain such waivers. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

#### ARTICLE XI

#### **CASUALTY LOSS**

Destruction of Premises. If the Premises shall, during the term of this Lease, be so damaged by fire, storm, tornado or explosion as to substantially destroy either the Premises, then the Landlord shall have the option either to terminate the Lease, or to rebuild and restore the Premises to good and tenantable condition for Tenant's occupancy. Landlord shall notify Tenant of Landlord's election in this regard within sixty (60) days after the occurrence of the destruction. In the event Landlord elects to terminate the Lease under such circumstances, Tenant shall vacate the Premises and shall be under no further obligation for the payment of rental. In the event Landlord elects to restore and rebuild the Premises, the Base Rent shall be abated proportionately for the period of time that the Tenant is deprived of possession while such rebuilding and repair is being accomplished. In the event damage shall occur to the Premises from such fire or other hazard during the term of this Lease, and if same does not result in the substantial destruction of the Premises, the Landlord shall be obligated to restore the Premises to good, serviceable and tenantable condition equal to the condition of the Premises immediately prior to such damage, excluding, however, Tenant's leasehold improvements, and under such circumstances, Tenant shall be entitled to a just and proportionate reduction in the rental until the Premises have been restored and put in such pre-existing condition.

#### ARTICLE XII

#### SUBORDINATION

subordinate to any mortgage which may now or hereafter encumber the Premises, and to all renewals and modifications, consolidations, additional advances, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee. In confirmation of such subordination, however, Tenant shall, at Landlord's request, execute promptly any certificate or instrument that Landlord may require. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or instrument for and on behalf of the Tenant. In the event of enforcement by the mortgagee of the remedies provided for by law or by any such mortgage, Tenant shall, upon the request of any person or party succeeding to the interest of Landlord, as a result of such enforcement, automatically become the Tenant of such successor in interest, without change in the terms or other provisions of this Lease; provided, however, that such successor in interest

shall not be bound by: (1) any payment of rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of Tenant's obligations under this Lease, or (2) any amendment or modification of this Lease made without written consent of such mortgagee or such successor in interest. Upon request by any successor in interest, Tenant shall execute and deliver any instrument or instruments confirming this attornment.

#### ARTICLE XIII

### ASSIGNMENT OR SUBLETTING

- Tenant shall not, except as otherwise permitted herein, Prohibitions. assign this Lease, in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Landlord in each instance, which may be withheld by Landlord in its sole discretion; provided, however, Tenant may sublease the portion of the Premises known as "The Nest" to Benvenuti's, L.L.C., an Oklahoma limited liability company ("Benvenuti's"), by sublease in form and in substance satisfactory to Landlord in its sole discretion. The consent of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or the Premises without the prior written consent of Landlord. If this Lease be assigned, or if the Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as Tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease, and shall not be released from performing any of the terms, covenants and conditions of this Lease.
- assign, in whole or in part, Landlord's rights hereunder and in the Premises. In the event of the sale, assignment or transfer by Landlord of Landlord's interest in the Premises, Landlord shall thereupon be released or discharged from all covenants and obligations of Landlord, arising after the date of such transfer, and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. All covenants and obligations of the Landlord shall run with the land and be binding upon each new owner or successor of the Premises during their period of ownership.

#### ARTICLE XIV

#### CONDEMNATION

- 14.1 <u>Award of Damages</u>. If the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Landlord shall be entitled to and shall receive all awards that may be made in any such proceeding for the Premises, and Tenant hereby assigns and transfers to Landlord any and all such awards, except that Tenant shall have the right to assert a claim against the condemning authority for the value of all improvements installed by Tenant, and for moving and relocation expenses.
- 14.2 Taking of All of Premises. If such proceedings shall result in taking of the whole or substantially all of the Premises, this Lease shall terminate from the date of such taking, and all rent and other sums or charges provided herein to be paid by Tenant shall be apportioned and paid to the date of such taking. If less than substantially all of the Premises shall be taken in such proceedings, this Lease shall terminate only as to the portion of the Premises so taken, and this Lease shall continue for the balance of its term as to the part of the Premises remaining, provided that the remaining portions may reasonably be used for the conduct of Tenant's business. In the event of a partial taking, the Base Rent to be paid by Tenant after such taking shall be reduced pro rata in proportion to which the space so taken bears to the entire space in the Premises originally demised.
- Premises shall be taken, Landlord shall repair the remaining portion of the Premises so as to restore same as a building complete in itself, but Landlord shall not be obligated to expend thereon more than the sum allowed to Landlord in such condemnation proceeding for damage to the Premises, less expenses incurred by Landlord for such proceeding. Notwithstanding the foregoing, if the expense of such restoration would be greater than the sum allowed Landlord, less expenses in the condemnation proceeding, Landlord shall have the option, for a period of thirty (30) days after such partial payment, within which to terminate this Lease.

#### ARTICLE XV

#### ACCESS TO PREMISES

Premises at all times following reasonable prior notice to Tenant, to examine the same, and to show them to prospective purchasers or tenants of the Premises, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor, without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. If Tenant shall not be personally present to open and permit an entry into the Premises, at any time, when for any reason an entry therein shall be deemed necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or in an emergency, may forcibly enter the same, without rendering Landlord or such agents liable therefor, and without in any manner affecting

the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises, or any part thereof, except as otherwise herein specifically provided.

15.2 <u>Structural Repairs</u>. If an excavation or construction shall be made upon land adjacent to the Premises, or shall be authorized to be made, Tenant grants to the person causing or authorized to cause such excavation or construction, license to enter upon the Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the Premises from injury or damage, and to support the same by proper foundations, without any claim for damages or indemnification against Landlord, or diminution or abatement of rent.

#### ARTICLE XVI

#### TENANT'S PROPERTY

- 16.1 <u>Tenant's Personal Property Taxes</u>. Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes, if any, assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Premises by the Tenant.
- 16.2 Responsibility of Landlord. Landlord shall not be liable for any damage to property of Tenant or of others located on the Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Premises, or from the pipes, appliances or plumbing works, or from the roof, street or sub-surface, or from any other place, or by dampness, or by any other cause of whatsoever nature, unless due to the willful act or omission of Landlord. Landlord shall not be liable for any such damage caused by occupants of adjacent property, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or omission of Landlord.

#### ARTICLE XVII

#### USE OF PREMISES

17.1 <u>Tenant's Usage</u>. The Premises are to be used and occupied by Tenant solely for the purposes of a school and other uses incidental thereto, including, without limitation, the limited sublease to Benvenuti's contemplated by Section 13.1. No other use of the

Premises shall be permitted without the written consent of Landlord, which consent may be withheld in the sole discretion of Landlord.

- 17.2 <u>Compliance with Laws, Covenants and Regulations</u>. Tenant shall at all times comply with all laws, ordinances, orders, rules and regulations of governmental agencies having jurisdiction of the Premises, and of all restrictive covenants relating to the use, condition or occupancy of the Premises, or in agreements referred to therein and the Americans with Disability Act. In the event such laws mandate alterations to the interior of the Premises, Tenant agrees to promptly make such alterations at its sole cost and expense.
- 17.3 <u>Nuisance</u>. Tenant shall not perform any acts or carry on any practices which may injure the Premises or be a nuisance.
- 17.4 <u>Hazardous Substances</u>. Tenant shall not use or allow the Premises to be used for the Release, storage, use, treatment, disposal or other handling of any Hazardous Substance, without the prior consent of Landlord. The term "Release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq., as amended ("CERCLA"). The term "Hazardous Substance" means (i) any substance defined as a "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance of material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

Tenant shall: (a) give prior notice to Landlord of any activity or operation to be conducted by Tenant at the Premises which involves the Release, use, handling, generation, treatment, storage or disposal of any Hazardous Substance ("Tenant's Hazardous Substance Activity"), (b) at its expense comply with all federal, state and local laws, codes, ordinances, regulations, permits and licensing conditions governing the use, storage, Release, discharge, emission or disposal of any Hazardous Substances, (c) at its own expense, promptly contain and remediate any Release of Hazardous Substances arising from or related to Tenant's Hazardous Substance Activity in the Premises, or the environment and remediate and pay for any resultant damage to property, persons or environment, (d) give prompt notice to Landlord and all appropriate regulatory authorities of any Release of any Hazardous Substances in the Premises or the environment arising from or related to Tenant's Hazardous Substance Activities, which Release is not made pursuant to and in conformance with the terms of any permit or license duly issued by appropriate governmental authorities, and such notice to include a description of measures taken or proposed to be taken by Tenant to contain and remediate the Release and any resultant damage to property, persons, or the environment, (e) at Landlord's request retain an independent engineer or other qualified consultant or expert acceptable to Landlord, to conduct an environmental audit of the Premises and immediate surrounding areas, with the scope of work to be performed by such engineer, consultant or expert to be approved in advance by Landlord, and all of the engineer's, consultant's or expert's work product shall be made available to Landlord; provided that there is no more than one audit per calendar year, the cost of such audit shall be paid by Tenant; (f) at Landlord's request from time to time, execute affidavits, representations and the like concerning Tenant's best knowledge and belief regarding the presence of Hazardous Substances in the Premises, (g) reimburse to Landlord, upon demand, the reasonable cost of any testing for the purpose of ascertaining if there has been any Release of Hazardous Substances in the Premises, if such testing is required by any governmental agency or the mortgagee, if any, and (h) upon expiration or termination of this lease, surrender the Premises to Landlord free from the presence and contamination of any Hazardous Substance.

#### ARTICLE XVIII

#### PEACEFUL ENJOYMENT

18.1 Covenant of Landlord. Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the other terms hereof, providing Tenant pays the rentals herein recited and performs Tenant's covenants and agreements herein contained. Tenant's quiet enjoyment shall be subject, however, to the terms of this Lease, to dispossession by reason of superior title in mortgagees and to all easements, restrictions of record and governmental laws and ordinances. Should Tenant be dispossessed from the Premises by reason of mortgagee's superior title, the payment of rental shall cease from and after date, and all rent that Tenant may have prepaid, or any sum constituting deposits, shall be returned to Tenant, but Tenant shall not be entitled to receive from Landlord any damages suffered by Tenant as a result of such dispossession. It is understood and agreed that this covenant and any and all covenants of Landlord contained in this Lease Agreement shall be binding on Landlord and Landlord's successors only with respect to breaches occurring during Landlord's respective ownerships of Landlord's interest hereunder.

#### ARTICLE XIX

#### COMMON ELEMENTS

[INTENTIONALLY OMITTED]

#### ARTICLE XX

#### SUBSTITUTE PREMISES

#### [INTENTIONALLY OMITTED]

#### ARTICLE XXI

#### DEFAULT AND REMEDIES

- 21.1 <u>Tenant's Default</u>. Any of the following, if not cured by Tenant within ten (10) days after written notice to Tenant of their occurrence, except the failure to make any payment of rent must be cured within five (5) days after written notice of non-payment, shall constitute events of default on the part of Tenant:
  - (A) failure of Tenant to pay Base Rent, Additional Rent, or any other rent or other payment when due;
  - (B) failure of Tenant to comply with any covenant or obligation of Tenant hereunder;
  - (C) abandonment or vacation of the Premises by Tenant;
  - (D) the filing of a voluntary or involuntary petition in bankruptcy by or against Tenant, or any guarantor hereof, under the Bankruptcy Code, or should Tenant, or any guarantor, make an assignment for the benefit of their creditors, or should a trustee, receiver or liquidator of Tenant, or any guarantor hereof, of Tenant's or any guarantor's property hereof, be appointed, or should any governmental authority institute any proceeding for the dissolution of Tenant, or any guarantor hereof, or should Tenant's interest hereunder pass by operation of law or otherwise;
  - (E) failure to provide estoppel certificates as reasonably requested by Landlord.
- 21.2 <u>Remedies</u>. In addition to any other rights and remedies provided in this Lease or by applicable law or equity, on the occurrence of any event of default and after expiration of any cure period, Landlord shall have the following remedies, all of which may be exercised without any further notice or demand on Tenant:
  - (A) Past Due Rent. Landlord may collect from Tenant all past due rent, including interest thereon at eighteen percent (18%) per annum and late charges, and all other reasonable damages caused by Tenant's default.

- (B) Termination. Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without notice and without prejudice to any other remedy Landlord might have, enter and take possession of the Premises and remove Tenant, anyone claiming under Tenant, and any property therefrom without being subject to any claim for damages therefor. Tenant shall be obligated to pay to Landlord all costs reasonably incurred by Landlord in any such action, including the costs of taking possession of and repairing any damage to the Premises, and all other reasonable damages caused by Tenant's default. After default, this Lease may be terminated only by written notice from Landlord, and no other action or inaction by Landlord after default shall constitute a termination of this Lease.
- Reletting. If Landlord does not terminate this Lease, then Landlord may, (C) at its option, reenter and remove any persons or property therein, forcibly if necessary, without being guilty of trespass and without the same constituting a termination of this Lease, and may relet the Premises or any part thereof for the benefit of Tenant, in which event Tenant shall pay Landlord all reasonable costs incurred by Landlord in taking such action, including, without limitation, the costs of taking possession of and repairing the Premises, the reasonable cost of preparing the same for reletting, attorneys' fees, brokerage commissions, and all other damages caused by Tenant's default. Tenant shall remain obligated to Landlord for the difference between any rent received by Landlord as a result of such reletting and the rent and other sums for which Tenant is obligated hereunder. In the event any such reletting results in payment of rent thereunder to Landlord in excess of the rent for which Tenant is obligated hereunder, Landlord shall be entitled to retain such excess.
- 21.3 <u>Landlord's Right to Cure</u>. Should Tenant be in default hereunder, Landlord may cure any such default on behalf of Tenant, in which event Tenant shall reimburse Landlord for all sums paid to effect compliance, together with interest at the rate of eighteen percent (18%) per annum, from and after the date of such expenditure, which shall be Additional Rent due hereunder.
- 21.4 <u>Landlord's Default</u>. If Landlord fails to perform any of Landlord's covenants hereunder, Landlord shall not be in default unless: (1) Tenant gives Landlord written notice thereof, setting forth in reasonable detail the nature and extent of such failure, and (2) if such failure by Landlord is not cured or attempted to be cured within thirty (30) days following the delivery of such notice. If such failure cannot be reasonably cured within thirty (30) days, the length of such period shall be extended for a period reasonably required therefor if Landlord commences curing such failure within the thirty (30) day period and continues the curing thereof with reasonable diligence and continuity.

#### ARTICLE XXII

#### MISCELLANEOUS PROVISIONS

- 22.1 <u>Amendment</u>. This Lease Agreement may not be altered, changed or amended, except by instrument in writing, signed by all parties hereto.
- 22.2 <u>Non-Waiver</u>. Failure of Landlord to declare any default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, or acceptance of rental after same is due, shall not waive such default, but Landlord shall have the right to declare any such default at any time, and to take such action as may be lawful or authorized hereunder, either at law or in equity.
- 22.3 <u>Force Majeure</u>. Neither Landlord nor Tenant shall be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lock outs, material or labor shortages, or restrictions by government authorities and other causes which are not reasonably within the control of either Landlord or Tenant, and which, by the exercise of due diligence, Landlord or Tenant would be unable, wholly or in part, to prevent or overcome. Provided, however, this provision shall not apply to Tenant's obligation to pay Base Rent and Additional Rent.
- deemed to include all genders and singular, the plural, and vice versa, except where any such construction would be unreasonable. This Lease shall be construed under and in accordance with the laws of the State of Oklahoma, and all obligations of the parties hereunder are performable in Cleveland County, Oklahoma. The paragraph headings are inserted for convenience only, and shall not in any way vary the provisions they identify. If any provision of this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions hereof and other applications thereof, shall not in any way be affected or impaired thereby.
- 22.5 <u>Covenants</u>. All agreements, obligations and undertakings of the parties shall be deemed to be covenants, whether or not so denominated.
- 22.6 <u>Notices</u>. Except as may be otherwise specifically provided herein, all notices required or permitted hereunder shall be in writing, and shall be deemed to be delivered when delivered personally, or when deposited with the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the respective addresses set forth hereunder, or at such other address as may have been theretofore specified by written notice delivered in accordance herewith.

- 22.7 <u>Limitation of Landlord Liability</u>. Any provisions hereof to the contrary notwithstanding, Tenant hereby agrees that no personal liability of any kind or character whatsoever now attaches or at any time hereafter, under any condition, shall attach to Landlord for payment of any amounts payable under this Lease Agreement, or for the performance of any obligations hereunder. The exclusive remedies of Tenant for the failure of Landlord to perform any of its obligations under this Lease shall be to proceed against the interest of Landlord in and to the Premises.
- 22.8 Attorney's Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, trial or appeal thereon shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court in the same or separate suit, and whether or not such action is pursued to decision or judgment.
- Landlord's Security Interest and Lien. To secure all obligations of Tenant 22.9 to Landlord, Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises, and such property shall be subject to such lien in addition to and cumulative of the Landlord lien provided by law. This Lease shall constitute a security agreement under the Oklahoma Uniform Commercial Code (the "Code"), so that Landlord shall have and may enforce a security interest on all property of Tenant now or hereafter placed in or on the Premises, including, but not limited to, all inventory, fixtures, machinery, equipment, furnishings and other articles of personal property previously or hereafter placed in or on the Premises by Tenant. Tenant agrees to execute, as debtor, such financing statements as Landlord may now or hereafter reasonably request, or memorandum of lease in order that such security interests may be perfected. Landlord may, at Landlord's election, at any time, file a copy of this Lease as a financing statement. Landlord, as secured party, shall be entitled to all rights and remedies afforded a secured party under the Code, which rights and remedies shall be in addition to and cumulative of the Landlord's lien and rights provided by law or other terms and provisions of this Lease Agreement. Without excluding any other manner of notice, any requirement for reasonable notice to the Tenant of the Landlord's intention to dispose of any property pursuant to the enforcement of such security interest shall be met if such notice is given at least ten (10) days before the time of such disposition. Any sale made pursuant to the enforcement of such security interest shall be deemed to have been a public sale conducted in a commercially reasonable manner if held at the Premises after advertisement of the time, place and method of the sale and a general description of the property to be sold in a daily newspaper published in Cleveland County, Oklahoma, for five (5) consecutive days before the date of the sale. In addition to the above, Landlord shall have the right and authority to, upon an event of default by Tenant, exclude Tenant from the Premises by changing the locks on the Premises, and Landlord shall not be guilty of trespass or conversion thereby.
- 22.10 <u>Holding Over</u>. In the event of holding over by Tenant after the expiration or termination of this Lease without the express written consent of Landlord, the Base Rent shall be doubled for the entire holdover period. No holding over by Tenant after the term of this Lease shall operate to extend this Lease, and in the event of any unauthorized holding over,

Tenant shall indemnify Landlord from and against all claims for damages by any other tenant to whom Landlord may have leased all or any portion of the Premises, effective upon the termination of this Lease. Any holding over with the consent of Landlord in writing shall thereafter constitute this Lease a lease from month to month.

- 22.11 Time. Time is of the essence of this Lease Agreement.
- 22.12 Entire Agreement. This instrument constitutes the entire agreement of the parties. It supersedes any and all other agreements, either oral or in writing, between the parties hereto. Each party to this Lease acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party that are not embodied herein, and that no other agreement, statement or promise not contained in this Lease shall be valid or binding. This Lease may not be modified or amended by oral agreement, but only by an agreement in writing, signed by the parties hereto.
- 22.13 <u>Recording</u>. Except as provided in Section 22.10 hereof, this Lease may not be recorded by either party, but at the request of either party, Landlord and Tenant shall execute a short form memorandum of this Lease, which may be recorded for all purposes.
- days after Landlord shall request the same, Tenant shall execute, acknowledge and deliver to Landlord or any party as may be designated by Landlord, a certificate in a reasonably acceptable form, with respect to the matters required by such party, and such other matters relating to this Lease or the status or performance of obligations of the parties hereunder as may be reasonably requested by Landlord. If Tenant fails to provide such certificate within ten (10) days after request by Landlord, Tenant shall be deemed to have approved the contents of any such certificate submitted to Tenant by Landlord, and Landlord is hereby authorized to so certify.
- 22.15 <u>Binding Effect</u>. This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

EXECUTED as of the day and year first above written.

"LANDLORD"

NORMAN SCHOOL LAND, LLC, an Oklahoma limited liability company

By:

Peter D. Wilson, Manger

Address:

751 36th Avenue S.E. Norman, Oklahoma 73026

"TENANT"

TERRA VERDE DISCOVERY SCHOOL, INC.,

an Oklahoma non-profit corporation

By:

Eric Snyder, Headmaster

Address:

1000 36th Ave SE

Norman, Oklahoma 73026

EXHIBITS:

A. Premises

# EXHIBIT A TO TO DISCOVERY SCHOOL LEASE BY AND BETWEEN NORMAN SCHOOL LAND, LLC AND TERRA VERDE DISCOVERY SCHOOL, INC.

#### Premises

## Base Land (Norman School Land, LLC) .

Part of the East Half of the Southeast Quarter (E/2 SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

Beginning 700 feet North of the Southeast Corner of the Southeast Quarter (SE/4); Thence North 617.10 feet (Record) (N.00°11'44" E. Measured); Thence West 842.27 feet (Record) (N.89°59'12" W. Measured); Thence South 617.10 feet (Record) (S.00°11'44" W. Measured); Thence East 842.27 feet (Record) (N.89°59'12" W. Measured) to the Point of Beginning.

#### LESS AND EXCEPT:

A part of the East Half of the Southeast Quarter of Section 34, Township 9 North, Range 2 West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southeast Corner of said Southeast Quarter; Thence N 00°13'45" E, along the east line of said Southeast Quarter, a distance of 1275.19 feet; Thence S 89°53'31" W a distance of 661.56 feet to the POINT OF BEGINNING; Thence continuing S 89°53'31" W a distance of 180.71 feet; Thence N 00°13'45" E a distance of 41.91 feet; Thence N 89°53'31" E a distance of 180.71 feet; Thence S 00°13'45" W a distance of 41.91 feet to the POINT OF BEGINNING, containing 0.174 acres, more or less.

## Land Behind School (Prior 48th & Alameda, LLC)

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at a point 1317.1 feet North of the Southeast Corner of the Southeast Quarter (SE/4) of Section 34; Thence West 791 feet; Thence North 657.1 feet; Thence East 131 feet; Thence South 330 feet; Thence East 660 feet; Thence South 327.1 feet to the point of beginning. AND

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at a point 660 feet North of the Southeast Corner of the Southeast Quarter (SE/4) of said Section 34; Thence West 791 feet; Thence North 40 feet; Thence East 791 feet; Thence South 40 feet to the point of beginning.

## AND

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at a point 791 feet West and 660 feet North of the Southeast Corner of the Southeast Quarter (SE/4) of said Section 34; Thence West 331 feet; Thence North 660 feet; Thence West 198 feet; Thence North 654.2 feet; Thence East 529 feet; Thence South 1314.2 feet to the point of beginning.

## LESS AND EXCEPT:

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at a point 791 feet West and 700 feet North of the Southeast Corner of the Southeast Quarter (SE/4) of said Section 34; Thence North 617.1 feet; Thence West 51.27 feet; Thence South 617.1 feet; Thence East 51.27 feet to the point of beginning.

A portion of the above land is located within the boundary of the Final Plat of The Barn at Terra Verde School, recorded in Book 25, of Plats, Page 43.

## Drive to Gym (Prior 48th & Alameda, LLC)

A tract of land that is a part of the Southeast Quarter of Section 34, Township 9 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma more particularly described as follows: COMMENCING at the Southeast Corner of said Southeast Quarter; Thence N 00°13'45" E, along the east line of said Southeast Quarter, a distance of 1941.33 feet to the POINT OF BEGINNING; Thence N 89°58'59" W a distance of 661.55 feet; Thence N 00°13'45" E a distance of 30.00 feet; Thence S 89°58'59" E a distance of 661.55 feet to the east line of said Southeast Quarter; Thence S 00°13'45" W, along the east line of said Southeast Quarter, a distance of 30.00 feet to the POINT OF BEGINNING, containing 0.456 acres, more or less.

The afore-described land is located within the boundary of the Final Plat of The Barn at Terra Verde School, recorded in Book 25, of Plats, Page 43.

## Other Land (Prior 48th & Alameda, LLC)

A part of the East Half of the Southeast Quarter of Section 34, Township 9 North, Range 2 West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, more particularly described as follows: COMMENCING at the Southeast Corner of said Southeast Quarter; Thence N 00°13'45" E, along the east line of said Southeast Quarter, a distance of 1275.19 feet; Thence S 89°53'31" W a distance of 661.56 feet to the POINT OF BEGINNING; Thence continuing S 89°53'31" W a distance of 180.71 feet; Thence N 00°13'45" E a distance of 41.91 feet; Thence N 89°53'31" E a distance of 180.71 feet; Thence S 00°13'45" W a distance of 41.91 feet to the POINT OF BEGINNING, containing 0.174 acres, more or less.

The afore-described land is located within the boundary of the Final Plat of The Barn at Terra

Verde School, recorded in Book 25, of Plats, Page 43.

## 620 36th Avenue S.E. (Prior BP 36th SE, LLC)

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Beginning at a point 1974.2 feet (Recorded) (1974.95' Measured) North of the Southeast Corner of the Southeast Quarter (SE/4); Thence West 1320 feet (Recorded) (S 89°58'50" W 1325.30' Measured), to the West line of said East Half (E/2) of the Southeast Quarter (SE/4);

Thence North (Recorded) (N 00°01'22" E 660.29' Measured) along the West line, to a point on

the North line of said East Half (E/2) of the Southeast Quarter (SE/4);

Thence East along said North line, 1320 feet (Recorded) (S 89°53'04" E 1327.26' Measured) to the Northeast corner of the Southeast Quarter (SE/4);

Thence South (Recorded) (S 00°11'35" W 657.17' Measured) to the Point of Beginning.

## 800 36th Avenue S.E. (Prior BP 36th SE, LLC)

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at a point 1644.2 feet North of the Southeast corner of said Section, Thence West 660 feet; Thence North 330 feet; Thence East 660 feet; Thence South 330 feet to the point of beginning.

#### LESS AND EXCEPT:

A tract of land that is a part of the Southeast Quarter of Section 34, Township 9 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma more particularly described as follows: COMMENCING at the Southeast Corner of said Southeast Quarter; Thence N 00°13'45" E, along the east line of said Southeast Quarter, a distance of 1941.33 feet to the POINT OF BEGINNING; Thence N 89°58'59" W a distance of 661.55 feet; Thence N 00°13'45" E a distance of 30.00 feet; Thence S 89°58'59" E a distance of 661.55 feet to the east line of said Southeast Quarter; Thence S 00°13'45" W, along the east line of said Southeast Quarter, a distance of 30.00 feet to the POINT OF BEGINNING.

## LEASE AGREEMENT

## TABLE OF CONTENTS

ARTIC:	LE I PREMISES	1
1.1	Agreement to Lease	l 1
ARTIC:	LE II TERM	i
2.1	Term of Lease	1
ARTIC:	LE III RENT	ļ
3.1	Base Rent	]
3.3	I ata Charges	1
ARTIC	LE IV SECURITY DEPOSIT	Ż
ARTIC	LE V CONSTRUCTION OF IMPROVEMENTS	Ź
ARTIC	LE VI CONDITION OF PREMISES	2
6.1	Tenant's Acceptance of Premises	Z.
6.2	Landlord's Title	Z
ARTIC	LE VII ALTERATIONS, ADDITIONS AND IMPROVEMENTS	3
7,1	Improvements by Tenant	3
72	Signs	3
ARTIC	LE VIII REPAIR MAINTENANCE AND SURRENDER	3
8.1	Tenant's Maintenance	3
8,2	Landlord's Ontion to Make Tenant Repairs	4
8.3	Landlord's Maintenance	4
8.4	Waste and Surrender	4
8.5	Surrender of Kev	4
ARTIC	LE IX LITTLITIES, TAXES AND SERVICES	4
9.1	Services Provided: Payment	4
9.1	Ad Valorem Taxes	4
ARTIC	TEV INCLIDANCE AND INDEMNITY	5
10.1	Tenant's Insurance Requirements	5
10.2	Increase in Insurance Premiums	5
10.3	Indemnity	5
10.4	Waiver of Subrogation.	6
ARTIC	LEXI CASUALTY LOSS	b
11.1	Destruction of Premises	6
ARTIC	LEXIT SUBORDINATION	O
12.1	Subordination to Mortgage	6
ADTIC	LE XIII ASSIGNMENT OR SUBLETTING	7
13.1	Prohibitions	7
13.1	Landlord's Right to Transfer	7
13,2	LE XIV CONDEMNATION	7
14.1	Award of Damages	8
	Taking of All of Premises	8
14.2 14.3	Taking of Less Than All of Premises	8
14 1	TAKING OF LESS THAIL AM OF FLORIDOS MONOCOMORGO COMO COMO COMO COMO COMO COMO COMO CO	-

ARTICI	LE XV <u>ACCESS TO PREMISES</u>	8
15.1	Access	δ
15.2	Structural Renairs	9
ARTICI	LE XVI TENANT'S PROPERTY	9
16.1	Tenant's Personal Property Taxes	9
16.2	Responsibility of Landlord	9
	LE XVII <u>USE OF PREMISES</u>	9
17.1	Tenant's Usage	9
17.4	Compliance with Laws, Covenants and Regulations	: U
17.5	Nuisance	; U
17.6	Hozordous Substances	ΙU
ARTICI	LE XVIII PEACEFUL ENJOYMENT	
10 1	Covenant of Landlord	11
ARTICI	LE XIX COMMON ELEMENTS	
ARTICI	LE XX SURSTITUTE PREMISES	12
ARTICI	LE XXI DEFAULT AND REMEDIES	ĮΖ
21.1	Tenant's Default	LZ
21.2	Remedies	12
21.3	Landlord's Right to Cure	3
21.4	Landlord's Default	3
ARTICI	LE XXII MISCELLANEOUS PROVISIONS	4
22.2	Amendment	14
22.3	Non-Waiver	14
22.4	Force Majeure	14
22.5	Interpretation	14
22,6	Covenants	14
22.7	Notices	14
22.8	Limitation of Landlord Liability	IJ
22,9	Attorney's Rees	15
22.10	Landlord's Security Interest and Lien	
22.11	Holding Over	10
22,13	Time	i C
22 14	Entire Agreement	ľ
22.15	Recording	I C
22.16	Estonnel Certificates	1 (
22.17	Binding Effect	16

# DISCOVERY SCHOOL LEASE

BY AND BETWEEN

NORMAN SCHOOL LAND, LLC

AND

TERRA VERDE DISCOVERY SCHOOL, INC.

## AFTER RECORDING RETURN TO:

Norman School Land, LLC P.O. Box 991 Norman, Oklahoma 73070 DOC#R2020-28924 BT: RB B: 6103 P: 335 QC 08/19/2020 02:50:15 PM Pages: 2
Tammy Belinson - Cleveland County Clerk, OK Fee: \$20.00 ma
Electronically Filed



(This space reserved for recording information)

# EXEMPT DOCUMENTARY STAMP TAX 68 O.S. § 3202(10)

## **QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

That THE NEST AT TV, LLC, an Oklahoma limited liability company (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto NORMAN SCHOOL LAND, LLC, an Oklahoma limited liability company, whose address is P.O. Box 991, Norman, Oklahoma 73070 (hereinafter called "Grantee"), all of Grantor's right, title, interest, estate and every claim and demand, both at law and in equity, in and to all the following-described real property and premises situated in Cleveland County, State of Oklahoma, to-wit:

ALL OF LOT ONE (1), IN BLOCK ONE (1), OF THE BARN AT TERRA VERDE SCHOOL, AN ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ACCORDING TO THE PLAT RECORDED IN BOOK 25, OF PLATS, PAGE 43

together with all improvements thereon and the appurtenances thereunto belonging.

This conveyance is made without any warranty of title, express or implied, but there is, however, assigned unto Grantee all of the right, title and interest of Grantor in and to any and all warranties and covenants of or concerning title heretofore made by any person or other legal entity with respect to the above-described real estate, and Grantee shall have the same rights with respect to such warranties and covenants and the enforcement thereof as Grantor now has.

TO HAVE AND TO HOLD the above-described premises unto the Grantee, its successors and assigns forever.

[Signature appears on the following page.]

Signed and delivered this 1st day of August, 2020.

THE NEST AT TV, LLC,

An Oklahoma limited liability company

Name: Peter L. Wilson

Title: Manager

## <u>ACKNOWLEDGMENT</u>

country of <u>Cleveland</u>) ss

This instrument was acknowledged before me this 18T day of Augus + 2020, by PETER L. WILSON, AS MANAGER OF THE NEST AT TV, LLC.

Notary Public; Commission No. 17001543

My Commission Expires: 02/15/2021

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EXP. DUBLIC

DOC#R2020-28922 BT: RB B: 6103 P: 329 QC

08/19/2020 02:50:15 PM Pages; 3

Tammy Belinson - Cleveland County Clerk, OK

Fee: \$22.00 **Electronically Filed** 



AFTER RECORDING RETURN TO:

Norman School Land, LLC P.O. Box 991 Norman, Oklahoma 73070

(This space reserved for recording information)

EXEMPT DOCUMENTARY STAMP TAX 68 O.S. § 3202(10)

#### **OUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

That 48TH & ALAMEDA, LLC, an Oklahoma limited liability company (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto NORMAN SCHOOL LAND, LLC, an Oklahoma limited liability company, whose address is P.O. Box 991, Norman, Oklahoma 73070 (hereinafter called "Grantee"), all of Grantor's right, title, interest, estate and every claim and demand, both at law and in equity, in and to all the following-described real property and premises situated in Cleveland County, State of Oklahoma, to-wit:

#### SEE EXHIBIT "A" ATTACHED HERETO

together with all improvements thereon and the appurtenances thereunto belonging.

This conveyance is made without any warranty of title, express or implied, but there is, however, assigned unto Grantee all of the right, title and interest of Grantor in and to any and all warranties and covenants of or concerning title heretofore made by any person or other legal entity with respect to the above-described real estate, and Grantee shall have the same rights with respect to such warranties and covenants and the enforcement thereof as Grantor now has.

TO HAVE AND TO HOLD the above-described premises unto the Grantee, its successors and assigns forever.

[Signature appears on the following page.]

Signed and delivered this 1st day of August, 2020.

48TH & ALAMEDA, LLC, An Oklahoma limited liability company

Name: Peter L

Title: Manager

## **ACKNOWLEDGMENT**

STATE OF OKIGHUMA COUNTY OF <u>Cleveland</u>

This instrument was acknowledged before me this ST day of Hugust 2020, by PETER L. WILSON, AS MANAGER OF 48TH & ALAMEDA, LLC.

Notary Public; Commission No. 17001543

SEAL AUBL

## EXHIBIT "A" Legal Description

## Land Behind School

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at a point 1317.1 feet North of the Southeast Corner of the Southeast Quarter (SE/4) of Section 34; Thence West 791 feet; Thence North 657.1 feet; Thence East 131 feet; Thence South 330 feet; Thence East 660 feet; Thence South 327.1 feet to the point of beginning.

#### AND

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at a point 660 feet North of the Southeast Corner of the Southeast Quarter (SE/4) of said Section 34; Thence West 791 feet; Thence North 40 feet; Thence East 791 feet; Thence South 40 feet to the point of beginning.

#### **AND**

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at a point 791 feet West and 660 feet North of the Southeast Corner of the Southeast Quarter (SE/4) of said Section 34; Thence West 331 feet; Thence North 660 feet; Thence West 198 feet; Thence North 654.2 feet; Thence East 529 feet; Thence South 1314.2 feet to the point of beginning.

#### LESS AND EXCEPT:

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at a point 791 feet West and 700 feet North of the Southeast Corner of the Southeast Quarter (SE/4) of said Section 34; Thence North 617.1 feet; Thence West 51.27 feet; Thence South 617.1 feet; Thence East 51.27 feet to the point of beginning.

#### AND

#### LESS AND EXCEPT:

That portion of the above land that is located within Lot One (1), of Block One (1), of The Barn at Terra Verde School, according to the Plat recorded in Book 25, of Plats, Page 43.

DOC# R2020-28923 BT: RB B: 6103 P: 332 QC

08/19/2020 02:50:15 PM Pages: 3

Tammy Belinson - Cleveland County Clerk, OK

Fee: \$22.00 ma
Electronically Filed

#### AFTER RECORDING RETURN TO:

Norman School Land, LLC P.O. Box 991 Norman, Oklahoma 73070

(This space reserved for recording information)

EXEMPT DOCUMENTARY STAMP TAX 68 O.S. § 3202(10)

## **QUIT CLAIM DEED**

#### KNOW ALL MEN BY THESE PRESENTS:

That BP 36TH SE, LLC, an Oklahoma limited liability company (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto NORMAN SCHOOL LAND, LLC, an Oklahoma limited liability company, whose address is P.O. Box 991, Norman, Oklahoma 73070 (hereinafter called "Grantee"), all of Grantor's right, title, interest, estate and every claim and demand, both at law and in equity, in and to all the following-described real property and premises situated in Cleveland County, State of Oklahoma, to-wit:

## SEE EXHIBIT "A" ATTACHED HERETO

together with all improvements thereon and the appurtenances thereunto belonging.

This conveyance is made without any warranty of title, express or implied, but there is, however, assigned unto Grantee all of the right, title and interest of Grantor in and to any and all warranties and covenants of or concerning title heretofore made by any person or other legal entity with respect to the above-described real estate, and Grantee shall have the same rights with respect to such warranties and covenants and the enforcement thereof as Grantor now has.

TO HAVE AND TO HOLD the above-described premises unto the Grantee, its successors and assigns forever.

[Signature appears on the following page.]

Signed and delivered this 1st day of August, 2020.

BP 36TH SE, LLC, An Oklahoma limited liability company

Name: Peter L. Wilson Title: Manager

**ACKNOWLEDGMENT** 

STATE OF OKIONOWA ) ss

This instrument was acknowledged before me this 1ST day of 2020, by PETER L. WILSON, AS MANAGER OF BP 36TH SE, LLC.

Notary Public; Commission No. 17001543

My Commission 12/15/2021

WWW. OKLA

2

# EXHIBIT "A" Legal Description

## 620 36th Avenue S.E.

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Beginning at a point 1974.2 feet (Recorded) (1974.95' Measured) North of the Southeast Corner of the Southeast Quarter (SE/4); Thence West 1320 feet (Recorded) (S 89°58'50" W 1325.30' Measured), to the West line of said East Half (E/2) of the Southeast Quarter (SE/4);

Thence North (Recorded) (N 00°01'22" E 660.29' Measured) along the West line, to a point on the North line of said East Half (E/2) of the Southeast Quarter (SE/4);

Thence East along said North line, 1320 feet (Recorded) (S 89°53'04" E 1327.26' Measured) to the Northeast corner of the Southeast Quarter (SE/4);

Thence South (Recorded) (S 00°11'35" W 657.17' Measured) to the Point of Beginning.

## 800 36th Avenue S.E.

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at a point 1644.2 feet North of the Southeast corner of said Section, Thence West 660 feet; Thence North 330 feet; Thence East 660 feet; Thence South 330 feet to the point of beginning.

#### LESS AND EXCEPT:

A tract of land that is a part of the Southeast Quarter of Section 34, Township 9 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma more particularly described as follows: COMMENCING at the Southeast Corner of said Southeast Quarter; Thence N 00°13'45" E, along the east line of said Southeast Quarter, a distance of 1941.33 feet to the POINT OF BEGINNING; Thence N 89°58'59" W a distance of 661.55 feet; Thence N 00°13'45" E a distance of 30.00 feet; Thence S 89°58'59" E a distance of 661.55 feet to the east line of said Southeast Quarter; Thence S 00°13'45" W, along the east line of said Southeast Quarter, a distance of 30.00 feet to the POINT OF BEGINNING.

DOC# R2020-28923 BT: RB B: 6103 P: 332 QC

08/19/2020 02:50:15 PM Pages: 3

Tammy Belinson - Cleveland County Clerk, OK

Fee: \$22.00 ma Electronically Filed



AFTER RECORDING RETURN TO:

Norman School Land, LLC P.O. Box 991 Norman, Oklahoma 73070

(This space reserved for recording information)

EXEMPT DOCUMENTARY STAMP TAX 68 O.S. § 3202(10)

## **QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

That BP 36TH SE, LLC, an Oklahoma limited liability company (hereinafter called "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto NORMAN SCHOOL LAND, LLC, an Oklahoma limited liability company, whose address is P.O. Box 991, Norman, Oklahoma 73070 (hereinafter called "Grantee"), all of Grantor's right, title, interest, estate and every claim and demand, both at law and in equity, in and to all the following-described real property and premises situated in Cleveland County, State of Oklahoma, to-wit:

#### SEE EXHIBIT "A" ATTACHED HERETO

together with all improvements thereon and the appurtenances thereunto belonging.

This conveyance is made without any warranty of title, express or implied, but there is, however, assigned unto Grantee all of the right, title and interest of Grantor in and to any and all warranties and covenants of or concerning title heretofore made by any person or other legal entity with respect to the above-described real estate, and Grantee shall have the same rights with respect to such warranties and covenants and the enforcement thereof as Grantor now has.

TO HAVE AND TO HOLD the above-described premises unto the Grantee, its successors and assigns forever.

[Signature appears on the following page.]

Signed and delivered this 1st day of August, 2020.

BP 36TH SE, LLC,

An Oklahoma limited liability company

Name: Peter L. Wilson

Title: Manager

**ACKNOWLEDGMENT** 

country of Cliveland

SS.

Notary Public; Commission No. 1700 1543

My Computer of Express 02 15 2021

White OKLANIE

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## EXHIBIT "A" Legal Description

## 620 36th Avenue S.E.

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Beginning at a point 1974.2 feet (Recorded) (1974.95' Measured) North of the Southeast Corner of the Southeast Quarter (SE/4); Thence West 1320 feet (Recorded) (S 89°58'50" W 1325.30' Measured), to the West line of said East Half (E/2) of the Southeast Quarter (SE/4);

Thence North (Recorded) (N 00°01'22" E 660.29' Measured) along the West line, to a point on the North line of said East Half (E/2) of the Southeast Quarter (SE/4);

Thence East along said North line, 1320 feet (Recorded) (S 89°53'04" E 1327.26' Measured) to the Northeast corner of the Southeast Quarter (SE/4);

Thence South (Recorded) (S 00°11'35" W 657.17' Measured) to the Point of Beginning.

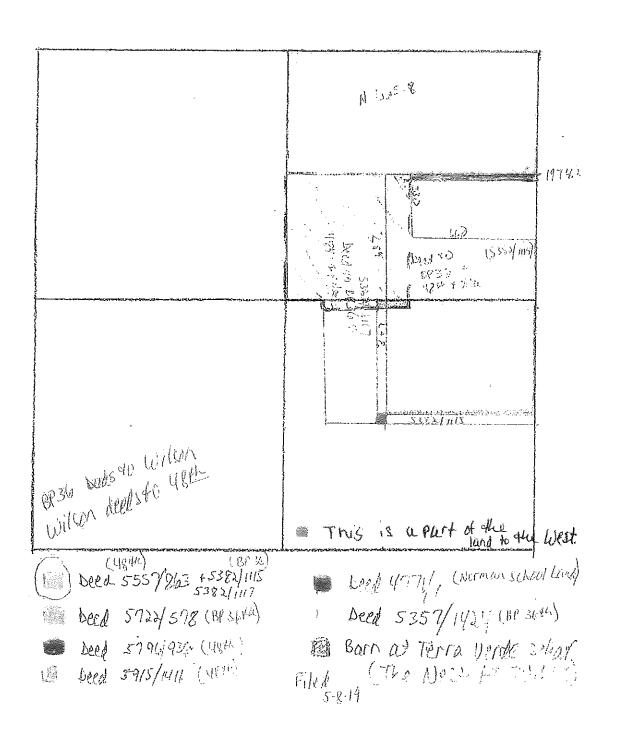
## 800 36th Avenue S.E.

A part of the East Half (E/2) of the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:

Beginning at a point 1644.2 feet North of the Southeast corner of said Section, Thence West 660 feet; Thence North 330 feet; Thence East 660 feet; Thence South 330 feet to the point of beginning.

#### LESS AND EXCEPT:

A tract of land that is a part of the Southeast Quarter of Section 34, Township 9 North, Range 2 West, Indian Meridian, City of Norman, Cleveland County, Oklahoma more particularly described as follows: COMMENCING at the Southeast Corner of said Southeast Quarter; Thence N 00°13'45" E, along the east line of said Southeast Quarter, a distance of 1941.33 feet to the POINT OF BEGINNING; Thence N 89°58'59" W a distance of 661.55 feet; Thence N 00°13'45" E a distance of 30.00 feet; Thence S 89°58'59" E a distance of 661.55 feet to the east line of said Southeast Quarter; Thence S 00°13'45" W, along the east line of said Southeast Quarter, a distance of 30.00 feet to the POINT OF BEGINNING.





## Parental Involvement

The inclusion of parents into the educational experience is of paramount importance to the culture of Terra Verde. Our responsive classroom approach begins each day with individual classroom and multi-age morning meetings. Parents are strongly encouraged to attend these meeting and enjoy the daily greeting, game, and shares.

Terra Verde's PTO is also actively engaged on campus. Each year the parents facilitate our annual Jog-A-Thon fundraiser. The funds from this event are then utilized to make student dreams come true on campus. Each year students vote on items to add to campus. Examples include the hill slide, the M climber, paddle boats, etc.

Terra Verde parents also play an active role in our extracurricular activities, including the coaching of academic teams, the coordination of chess club, and the creation and facilitation of other social events for students (movie nights, dances, sports banquets).



## School Year Calendar

2020-2021 Terra Verde Discovery School Calendar

#### Lower School

8:00am-8:20am: Drop-off Time 8:25am-3:15pm: Instructional Time 3:15pm-3:30pm: Dismissal Time

#### Middle School

8:10am-8:24am: Drop-off Time 8:25am-3:45 pm: Instructional Time 3:45pm-4:00pm: Dismissal Time

## Important Dates

Back to School Night: August 13th
First Day of School: August 17th
Curriculum Night: October 1st
Parent/Teacher Conferences: November 20th
Student-led Conferences: March 11th
Work it Out Week: March 29th-April 2nd
Last Day of School: May 27th
Campus is Closed

Labor Day Break: September 4th-7th Fall Break: October 7th-9th

Parent/Teacher Conferences: November 20th
Thanksgiving Break: November 23rd-27th
Winter Break: December 21st-January 3rd
Professional Days: Nov 6th, Jan 4th, Feb 19th, May 28th
Martin Luther King Jr. Day: January 18th

Presidents Day: February 15th Professional Day: March 12th Spring Break: March 15th-19th



## School Year Calendar

2021-2022 Terra Verde Discovery School Calendar

#### Lower School

8:00am-8:20am: Drop-off Time 8:25am-3:15pm: Instructional Time 3:15pm-3:30pm: Dismissal Time

#### Middle School

8:10am-8:24am: Drop-off Time 8:25am-3:45pm: Instructional Time 3:45pm-4:00pm: Dismissal Time

## Important Dates

Faculty Work Days: August 9-13

Back to School Night: August 19

First Day of School: August 23

Curriculum Night: September 30

Parent/Teacher Conferences: November 19

Student-led Conferences: March 10

Work it Out Week: March 28-April 1

Last Day of School: May 26

Campus is Closed

Labor Day Break: September 3-6

Fall Break: October 6-8

Professional Day: Nov. 5

Parent/Teacher Conferences: November 19

Thanksgiving Break: November 22-26 Winter Break: December 20-January 3

ter Break: December 20-january Professional Day: January 3

Martin Luther King Jr. Day: January 17

Professional Day: Feb. 18

Presidents Day: February 21

Professional Day: March 11

Spring Break: March 14-18 Professional Day: April 29

Professional Day: May 27

(Professional Days: Nov. 5, Jan. 3, Feb. 18, April 29, May 27)



## School Year Calendar

2022-2023 Terra Verde Discovery School Calendar

#### Lower School

8:00am-8:20am: Drop-off Time 8:25am-3:15pm: Instructional Time 3:15pm-3:30pm: Dismissal Time

#### Middle School

8:10am-8:24am: Drop-off Time 8:25am-3:45pm: Instructional Time 3:45pm-4:00pm: Dismissal Time

## Important Dates

Faculty Work Days: August 8-12 Back to School Night: August 18 First Day of School: August 22 Curriculum Night: September 29 Parent/Teacher Conferences: November 17 Student-led Conferences: March 10 Work it Out Week: March 27-March 31 Last Day of School: May 25

## Campus is Closed

Labor Day Break: September 2-5 Fall Break: October 5-7 Professional Day: November 4 Parent/Teacher Conferences: November 18 Thanksgiving Break: November 21-25

Winter Break: December 19-January 3

Professional Day: January 3

Martin Luther King Jr. Day: January 16

Professional Day: February 17

Presidents Day: February 20

Professional Day: March 10

Spring Break: March 13-17

Professional Day: April 28 Professional Day: May 26

(Professional Days: Nov. 4, Feb. 17, April 28, May 26)



## Special Education

Terra Verde Discovery School provides accommodations to students and families who qualify for services through certified and documented educational evaluations. Utilizing these educational evaluations, Terra Verde faculty/staff then create an Individualized Service Plan (ISP). TVDS does not have a licensed psychometrician on staff who can conduct educational evaluations at the current time. Terra Verde does have certified special education teachers on staff as well as teacher aids to help facilitate student ISPs. An ISP is an agreement between TVDS and the family that outlines the accommodations we can provide throughout the academic year. We work closely with Norman Public Schools as well as private enterprise to conduct educational evaluations throughout central Oklahoma.

#### Private List for Families for Educational Evaluations

Moore Counseling Center 1044 SW 4th Street Moore, OK 73160 405-735-6333 www.moorecounselingcenter.com

Nicole Barlow Willow Youth Mental Health 2782 Washington Drive, #100 Norman, OK 405-400-1152

Dr. Cody Commander Commanding Performance 1006 24th Ave. NW, Suite 100 Norman, OK 73069 405-801-2840

Dr. Leslie Rundell 6520 N Western, Suite 200 Oklahoma City, OK 73116 405-848-2511

Dr. Raymond McCaffrey 510 24th Ave. SW Norman, OK 73069 405-329-7923



## List of Inpatient Social/Emotional Health

- St. Anthony's. St. Anthony's ER has a child psychiatry division with the ability to do inpatient immediately. <a href="https://www.ssmhealth.com/locations/st-anthony-hospital">https://www.ssmhealth.com/locations/st-anthony-hospital</a>
- Southwestern Behavioral Center- Lawton 1602 SW 82nd St. Lawton, OK 73505 580-536-0077

## Outpatient/Social/Emotional Counseling Options

- OU Children's 405-271-5251, option 2.
- Restore Behavioral Health Kelly – 405-924-0016
- Cameron Hollingsworth, LPC 405-384-7379
- Gloria McCreary, LPC 405-794-5552
- Beverly Amos, LPC 405-833-9506 405-292-0220
- Marty Hughes, LPC 405-255-7514
- Grace River Christian Counseling Christy T Rockwood, Executive Director 405.323.6711
- Dr. Raymond McCaffrey 405-329-7923



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## Staff/Professional Development

Professional growth and development of our faculty/staff is necessary to assist members of the community to enhance their master of the discipline(s) they teach and/or gain additional insight into the craft of teaching. Staff can participate in professional development annually upon approval of the Headmaster and Assistant Head of School.

- First Priority:
  - o Workshops, conferences, and seminars that would be beneficial to mastering the art of teaching content relevant to the mission of TVDS.
- Second Priority:
  - o Participation in programs that will have a positive impact on teaching.
    - Example: Volunteer work in Oklahoma that promotes the mission of Terra Verde and benefits the community.



## Start Up Plan

Terra Verde Discovery School was founded by Pete and Shelly Wilson in 2010. As natives of Oklahoma, the Wilsons recognized the need for an independent day school in Norman, Oklahoma. The school's rapid development is a testament to their vision and hiring of Lindsay Berryhill as the director of programming. Lindsay's first kindergarten class at Terra Verde consisted of 8 children in a small house located on 5 acres in East Norman. The school's mission emphasized creating a joy for learning that would be critical to the school's future success.

As a start-up, the school was self-funded though the success of the Wilson family's hat company Top of the World and other local businesses in the Norman community. Since 1986, Top of the World sold headwear and grew to become the largest collegiate licensing company in the U.S. In 2015, the Wilsons sold the company to a private equity firm.



## **Student Information System**

During the 2016-2017 academic year, Terra Verde adopted their first electronic student information system. At the time two companies partnered to provide a platform for private schools (FACTS and RENWEB). As of 2019 Renweb was purchased and dissolved into FACTS SIS systems (see link: <a href="https://factsmgt.com/">https://factsmgt.com/</a>). The student information system streamlines admission, masters early enrollment, and provides families with the information they need. The system allows for a seamless flow of information between administrators, faculty, staff, and parents through convenience and efficiency. The following bullet points are utilized by TVDS.

- Admissions
- Attendance
- Communication
- Reporting
- Health information management
- Report cards
- Scheduling/Course Enrollment
- Staff information management
- Student behavior tracking
- Student and family information management
- Transcripts



## Timeline and Tasks

Below are important timelines and tasks that have helped facilitate Terra Verde's growth.

- 2010: Original School House opens-8 students, 1 teacher.
- 2013: The Lower School building opens serving grades 1st through 3.
- 2014: Campus expands by purchasing additional acreage--32 acres total on East Side of Norman.
- 2015: Fine Arts Building opens on campus to house Art, Music, Mandarin and Resource classrooms. Student enrollment reaches 76.
- 2015: School Hires First Head of School.
- 2015: School Announces plans to add middle school grades.
- 2015: First Advisory Board created to help guide schools growth.
- 2016: Construction Begins on Middle School Addition.
- 2017: Gymcafetorium Planning Begins (September).
- 2017: Middle School Building to open serving grades 6 through 8 (August).
- 2017: Additional acreage purchased for campus holdings expanding school to 61 acres.
- 2018: Construction begins on 20,000 Sq. Ft. Gymcafetorium.
- 2018: First 20 KW solar field installed, and campus greenhouse opened.
- 2018: Bronze Owl installed on campus. Student enrollment reaches 154.
- 2018: Upper School Athletics include Cross Country, Volleyball, and Basketball (Boys and Girls).
- 2018: Academic Teams are formed and compete against schools in the region.
- 2019: The first eighth grade class graduates following the 2018-2019 school year.
- 2019: The Nest Gymcafetorium construction is complete and open for events.
- 2019: Installation of the Cross-Country track.
- 2019: Transitions program created to serve students with developmental delays ages 14-22.
- 2020: Remodel of "The Barn" on campus due to Covid-19 virus and need for classroom space.
- 2020: Transitions Building construction completed and opened. Student enrollment reaches 8.
- 2020: Founder-run board approves expansion to finalize accreditation.



## **Transportation**

Vehicle(s) owned by Terra Verde Discovery School may be routinely utilized by classes and organizations that are affiliated with Terra Verde (for example, school sponsored basketball team, chess club, committees) following the current transportation policy and procedures. Non-affiliated or non-sponsored groups and organizations may use the vehicle only if approved by the Board and the Headmaster. All requests for use by groups and organizations not affiliated with or sponsored by Terra Verde must be submitted and approved in writing at least three days prior to proposed use and must specify the nature and estimated extent of the proposed use, and the requesting organization's understanding of and willingness to follow Terra Verde's current transportation policy and procedures. In addition, any group or organization not affiliated with or sponsored by Terra Verde must submit proof of appropriate insurance at the time of request, and the group or organization must also present proof that all proposed drivers meet the same standards and requirements as Terra Verde drivers, plus agree in writing not to allow any other person to drive the vehicle, at the time of the request.

Any driver of a vehicle owned, leased, or rented by Terra Verde must have successfully completed the Terra Verde driver training and certification program (or a program meeting the same or higher criteria as certified by a group or organization seeking to borrow a Terra Verde vehicle). The program will consist of the following elements: (1) Submit a copy of a current driver's license, proof of insurance, and watch the 15 passenger van safety and video which can be found using the following link: (https://www.youtube.com/watch?v=dBPKt4Pctsg) as established by the Headmaster or their designated representative, (2) be a currently licensed driver at least 25 years of age, OR a currently licensed driver at least 21 years of age who has successfully passed a vehicle driving demonstration with a supervising driver designated by the Headmaster; and (3) meet any additional criteria established by Terra Verde's vehicle insurance company as a condition for coverage.

If any group or organization sponsored by or affiliated with Terra Verde wishes to use the van or wishes to rent or lease a vehicle for a specific trip or purpose, the group or organization leader is responsible for proving to the Headmaster or their designated representative that the charter company or rental/leasing agency is licensed, reputable, has adequate safety and other equipment, and has proper insurance coverage for the proposed purpose. Such proof of suitability, and approval by the Headmaster or their designated representative, shall be completed prior to vehicle use.

Drivers of privately owned vehicles participating in trips sponsored by Terra Verde groups or organizations must agree to and follow all applicable transportation policies. In addition, the driver must provide the school or their designated representative with proof of a valid and current driver's license and insurance prior to the commencement of the trip.



#### **GROUP RESPONSIBILITY**

Each group or faculty leader is responsible to see that current transportation policies and procedures are followed.

- 1. Confirm Emergency Contact List for Students is in van
- 2. Confirm Two adults will be in van while traveling. One adult driving and one chaperoning children.
- 3. Confirm "In Case of an Accident" document is in glove compartment.

In case of an accident: (see Accident Packet in van glove compartment)

- 1. Ensure that injured persons are properly cared for.
- 2. Contact local law enforcement to ensure an official accident report is created under any of the following circumstances:
  - a. if a collision involves any other vehicle,
  - b. if there is any injury to any party, no matter how minor, and/or
  - c. if there is any damage other than minor cosmetic damage (e.g., a small paint scrape, small dent, etc.).
- 3. Obtain the name, address, telephone number, insurance, and driver license number from other parties involved.
- 4. Promptly contact Terra Verde's Office at 405-366-6362. If there is no response at the office, contact the Headmaster cell at 724-771-5670. If there is no response from either the Office or the Headmaster, immediately contact the parent or guardian of any participant under the age of 18.
- 5. At the conclusion of the trip, submit to the Office and Headmaster and/or their designated representative a copy of the accident report.
- 6. In case of a mechanical problem with a vehicle, contact the Office, Headmaster, or other designated representative for authorization to proceed with repairs.
- 7. At the conclusion of the trip, ensure that all possessions are removed from the vehicle, that the vehicle is clean and if possible, the gas tank is filled.

Violation of these policies can result in being denied use of Terra Verde vehicles, and the faculty member or leader has the responsibility to decide any consequences for violation, including being sent home at the participant's expense, and being denied the opportunity to participate in future trips.



#### DRIVER'S RESPONSIBILITIES

Obey all traffic laws and pay any traffic fines that may be assessed. (The driver may request reimbursement of any fines paid if it can be conclusively demonstrated that the fines resulted from actions or vehicle conditions over which he or she had no control.)

Remain cognizant at all times of safe braking distances, considering the vehicle load and configuration, and driving and weather conditions. Ensure that seatbelts are being utilized by all passengers anytime the vehicle is moving. (It is the formal, legal responsibility of a driver to ensure all minors are properly using seatbelts, with a significant monetary fine – per child - which will be levied if cited by law enforcement.)

Do not drive more than 400 miles in a day and do not drive if you feel sleepy or unable to focus on driving.

Do not drive if you are taking over the counter or prescription medication that impairs or may impair your driving abilities or attention.

Refrain from the use of any mobile technology including but not limited to texting, calling (including hands free), emailing, or the use of any audio device with headphones. Refrain from any activity other than driving. These restrictions apply whether the vehicle is carrying passengers.

Inspect your vehicle prior to the commencement of each trip, or at the beginning of each day on multi-day trips, to ensure that all lights are working properly, all windshield wipers and washers are working, all seatbelts are operational, all fluids are at proper levels, tire pressures are at the recommended levels as specified on the driver's door panel, and any other items on any checklist required by the Trustees or their designated representative are checked. If the vehicle is deficient on any item on the above list or on any checklist required by the Trustees or their designated representative report such deficiency to the group or organization leader.

By my signature,		, signify tha						
have read this	document	(Terra	Verde	Transportation	Policy	and	Procedures	with
Attachments) and	l agree to fo	ollow the	policie	s and procedures	as desc	cribed	<b>.</b>	
Signature					·	– <del>D</del> ai	te	

ATTACHMENT 1: Pre-drive Checklist

ATTACHMENT 2: Sample Trip Report/Usage Record Form

ATTACHMENT 3: Accident Guidance Packet

ATTACHMENT 4: 15 Passenger Van Notes and Suggestions provided by Insurance Issuer



#### **ATTACHMENT 1: Pre-drive Checklist**

The Pre-drive vehicle inspection should be completed by each driver before each trip. There are three main areas that must be inspected by the driver. The exterior inspection checks the lighting systems, tires, and body condition. The interior inspection checks the operating condition of the major mechanical systems such as the brakes and steering and the cleanliness of the vehicle. Drivers should also visually check the condition of the belts and hoses in the engine compartment and fluid levels.

Exterior Inspection

The exterior inspection can be completed more efficiently by two people, but it should not take long for a single person to do the work.

Headlights Both high and low beams must be checked

Turn Signals Front and back pairs of signals must work. In addition, hazard lights

must be operational.

Back-up Lights Back-up lights must work if transmission is shifted into reverse. (Should be

inspected by another individual if possible.)

Mirrors All mirrors must be present, unobstructed, and adjusted to the

person who will be driving the vehicle.

Windshield Wipers Windshield wipers must work at all settings. Wiper fluid pump

should also be tested.

Windows Windows must be secure and in good operating condition.

Tires All tires should be visibly inspected for inflation and tread wear.

Body Damage Any body damage should be reported even if transportation system

administration and personnel are already aware of the problem.

Cleanliness Outside of the vehicle should be inspected for accumulated dirt and

grime.

Interior Inspection

Brakes Brakes should be checked by putting the vehicle in gear without

acceleration and applying the brakes.

Steering Steering wheel should both have a full range of motion and

effectively turn the front wheels.

Gauges and Indicators All gauges and indicators should be visually inspected to make sure that

they are operational.

Cleanliness The interior of the vehicle should be free of any litter, food, or excessive

dirt.

Engine Area Inspection

Each driver should visibly inspect the engine compartment for any loose belts or hoses. Fluid levels should also be checked as appropriate. These include engine oil, brake fluid, transmission fluid, and windshield washer fluid.



## ATTACHMENT 2: Sample Trip Report/Usage Record Form

# Van Usage Record

Purpose:	Driver:
Date Out:	Date In:
Mileage Out:	Mileage In:
Miles Driven:	
Number of Keys Taken:	Number of Keys Returned:
Gas Out: E1/41/23/4F_	Gas In: E1/41/23/4F
Oil Level Out:	Oil Level In:
Van Cleaned Inside? Yes No	
Comments	



#### ATTACHMENT 3: Accident Guidance Packet

If you are involved in an accident:

- 1. If on public property do not move the vehicle unless instructed to do so by law enforcement. If on private property law enforcement cannot make any decisions, and you may move the vehicle after exchanging information.
- 2. Stay calm and check other parties for injuries. Call 911 if it appears medical assistance is needed. Keep comments to yourself and let law enforcement investigate and determine who is at fault.
- 3. Call law enforcement. Do not respond to a request from the other party along the lines of "Don't call the cops, I'll pay for the damages." The average person has no idea how expensive repairs can be, and if you fail to obtain a police report or the other party's insurance turns out to be cancelled, the school may end up paying for repairs.
- 4. Exchange information: Insurance company, names, addresses, phone numbers.
- 5. Get checked out by medical personnel. Whiplash symptoms may not appear until the next day. The insurance company may speed up a settlement if personal injury is evident. Proceed with caution on a settlement and seek legal advice if you have doubts about the fairness of the settlement.
- 6. Checklist:
  - a. Date of accident
  - b. Parties involved (church van driver, other vehicle driver)
    - i. Name
    - ii. Address
    - iii. City, State, Zip
    - iv. Home phone
    - v. Work phone
  - c. Insurance company
    - i. Policy number
    - ii. Agent name
    - iii. Agent phone number
    - iv. Agent business address
  - d. Witness(es)
    - i. Name
    - ii. Phone number



#### ATTACHMENT 4: 15-Passenger Van Notes and Suggestions Provided by Insurance Issuer

- 1. Do not carry more than 15 passengers.
- 2. When the van is not fully occupied, require the passengers to sit in seats that are in front of the rear axle.
- 3. Require every passenger to use their seat belt.
- 4. Drivers of 15 passenger vans should be at least 25 years old. Their driving record may have only one moving violation in the past 5 years, or they are not allowed to drive 15 passenger vans.
- 5. Do not carry cargo on the roof of the vehicle. Store cargo in front of the rear axle. Reduce the passenger load by one for each 150 pounds of cargo carried.
- 6. Maintain tires properly. Key areas of focus are proper inflation, tire age, and tread wear.



## **Additional Duties**

#### Work on Evenings and Weekends.

As a regular part of faculty member duties, they may be called upon to prepare for, attend, and work during evenings and weekends in connection with their employment. Such duties were taken into consideration when determining faculty members' base salary and no additional compensation needs to be paid to faculty for performing such duties.

#### Initial Employment Period

Every new employee experiences an initial period of adjustment to learn about the school and the position expectation. During this time, the employee will have an opportunity to determine if he or she is suited for the position, and the school will have a reasonable period to evaluate performance. During this time, as during any time of the employment relationship, either the employee or Terra Verde Discovery School may terminate the employee/employer relationship with or without cause and with or without notice.

Provided that the employee satisfactorily completes the 90-day initial employment period, he or she will continue in the school's employment as an at-will employee. If the employee is in a full-time status, he or she will be eligible to enroll in school benefits (See Employee Benefits Section). The completion of this period is not a guarantee of continued employment on a continuing basis and reserves the right of an at-will employer both during and after the introductory phase.

#### Faculty Meetings

Faculty meetings are required throughout the school year for full-time faculty members. They are generally held on Tuesdays after school. At meetings, the Director or Headmaster will provide an itinerary to discuss new policies, emerging issues, or update faculty on campus events.

Non-instructional administrators are invited but not required to attend faculty meetings unless a specific issue is being addressed within the realm of their responsibilities at Terra Verde.

Part-Time faculty are not expected to attend all faculty meetings.

#### Morning Meetings

All full-time faculty are expected to attend morning meeting. Faculty are expected to check the attendance of their advisces at the meeting. Since students are required to participate in morning



meetings, faculty members should provide students with leadership skills by modeling expected behaviors.

#### Professional Development

The purpose of the professional development program at Terra Verde is to assist members of the teaching faculty as they seek to enhance their mastery of the discipline(s) they teach and/or gain additional insight into the craft of teaching. Staff are also able to participate in professional development upon approval of Headmaster.

- First Priority:
  - 0 Workshops, conferences, and seminars that would be beneficial to mastering the art of teaching.
- Second Priority:
  - o Participation in programs that will have a positive impact on teaching.
    - Example: Volunteer work in Oklahoma that promotes the mission of Terra Verde.

#### Substance Abuse Policy

The lawful use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform his or her job effectively and in a safe manner. Any employee who receives a prescription for controlled substances should be sure to consult with the prescribing physician or care-provider to be sure that they will be able to carry out all their job duties safely while taking such medication.



# **Counseling Referral Form**

Date:	Date Seen:	
Student Name:		
Grade:	Phone Number:	
Parent Name:		
Has parent been contacted regarding referral? □Yes □No		
Name of Person Completing Referral:		
Referral Source is:   Student  Parent/ Guardian  Principal  School Counselor  Teacher  Other		
Concerns:		
Is this student experiencing suicidal or homicidal ideati	on? 🗆 Yes 🗆 No	
If yes, please describe:		
Is this student receiving mental health services elsewhere?   Yes   No  Unknown		
What are the barriers to obtaining mental health services outside of school?		
Has this student had any mental health services in the past?   Yes   No  Unknown		



# **Counseling Services**

During the spring of 2021, Terra Verde hired a counselor to accommodate faculty, staff, and student mental health needs. The licensed counselor is available in a therapist role to facilitate healthy relationships, provide grieve counseling, and ways to deal with anxiety and depression. The counselor provides small group presentations as well as works individual with students and staff.

See Counseling Referral Form and Counseling Consent Form.

#### Community Partners:

#### List of Inpatient Social/Emotion Health

- St. Anthony's. St. Anthony's ER has a child psychiatry division with the ability to do inpatient immediately. <a href="https://www.ssmhealth.com/locations/st-anthony-hospital">https://www.ssmhealth.com/locations/st-anthony-hospital</a>
- Southwestern Behavioral Center- Lawton 1602 SW 82nd St, Lawton, OK 73505 580-536-0077

## Outpatient/Social/Emotional Counseling Options

- OU Children's 405-271-5251, option 2.
- Restore Behavioral Health Kelly – 405-924-0016
- Cameron Hollingsworth, LPC 405-384-7379
- Gloria McCreary, LPC 405-794-5552
- Beverly Amos, LPC 405-833-9506 405-292-0220
- Marty Hughes, LPC 405-255-7514
- Grace River Christian Counseling Christy T Rockwood, Executive Director--405.323.6711
- Dr. Raymond McCaffrey 510 24th Ave. SW Norman, OK 73069 405-329-7923



## PERMISSION FOR MY CHILD TO SEE SCHOOL COUNSELOR

My child(ren)	's last names:	
My child(ren)	's first names:	
school. I undo understand th an issue that I	sion for my children, who are named above, to erstand that my child may choose to see the co nat my child's teacher or principal may refer m I would like my child to explore with the coun selor see my child.	ounselor during school hours and I also y child to visit her. Also, if I am aware of
confidentiality issues or plan not give the to	that what my child says in counseling is confidence. I give the counselor permission to give my constant to sever my child be eacher direct information about what my child estions about helping my child.	child's teacher general feedback about etter. I understand that the counselor will
have the right	s Permission Form, I attest that I am the legal t to grant this permission. If I share legal custo by checking below.	
	I give permission and I attest that I have leg	al right to do so.
	I do not want my child/children to see the cunderstand that the counselor may work with a group of children at the teacher or page 15.	th my child's classroom as a whole or
Signed by par	ent or legal guardian:	Date:
Please print y	our name here:	
I share	e legal custody with my child's/children's othe	r parent.
Their name as	nd contact information is:	



# **Employee Contracts**

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of the 30 <sup>th</sup> day of August, 2020 by and between Terra Verde Discovery School, Inc. ("SCHOOL") and("TEACHER").	
WITNESETH:	
<b>WHEREAS</b> , SCHOOL is a non-profit corporation that operates as a kindergarten, lower, and middle school in Cleveland County, Oklahoma.	
WHEREAS, SCHOOL desires to hire TEACHER to provide instruction at the SCHOOL.	
WHEREAS, TEACHER is willing to be employed by the SCHOOL, subject to the terms and conditions hereinafter set forth.	
NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, it is agreed:	
1. <u>Term of Employment</u> . The term of this Agreement shall begin as of, (the "Effective Date") and shall continue until terminated as hereinafter provided.	
2. Employment and Duties. TEACHER is hereby employed by the SCHOOL to provide instruction at the school as assigned by the Director of the School (the "DIRECTOR") and as such, TEACHER must demonstrate a willingness to accept numerous responsibilities, as deemed appropriate, in serving SCHOOL and its mission. Without limitation, TEACHER shall collaborate with the DIRECTOR to formulate a curriculum, communicate with parents of the students of SCHOOL, interface with the Board of Directors of SCHOOL, and perform such other duties as may be required in a competent and professional manner in accordance with any applicable rules and regulations of the State Board of Education and the SCHOOL and the laws of the State of Oklahoma.	
3. COMPENSATION AND BENEFITS.	
3.1. Compensation. Commencing on the Effective Date, SCHOOL shall pay TEACHER a salary of written out () per annum, payable in twelve (12) equal installments, on the 16 <sup>th</sup> day of each month. If the 16 <sup>th</sup> day falls on a weekend, payment shall be made the Friday before; if the 16 <sup>th</sup> day falls on school recognized holiday, payment	



shall be made the first business day prior to the holiday. The pay period is calculated from the 11<sup>th</sup> of the month through the 10<sup>th</sup> of the following month.

3.2	Sick and Personal Days. TEACHER will be allowed () paid time off
	(PTO) days per school year, with the SCHOOL paying a substitute teacher to cover
	the class. At the end of the school year, the TEACHER will be paid
	( for each unused PTO day.

- 3.3. Work on Evenings and Weekends. As a regular part of TEACHER'S duties, TEACHER may be called upon to prepare for, attend, and work during evenings and weekends in connection with her employment. Such duties were taken into consideration when determining TEACHER'S base salary and no additional compensation will be paid to TEACHER for performing such duties.
- 3.4. Employment-Related Benefits. During the term of this Agreement, SCHOOL shall offer health insurance to TEACHER on such terms as generally available to other full time employees of SCHOOL. Full-time status is granted to those who average 32-hour work weeks during the contract year. Generally, TEACHER shall qualify for health insurance the 1<sup>st</sup> of the month following the ninetieth (90<sup>th</sup>) day of employment. Full and part-time TEACHERS shall qualify for participation in SCHOOL'S Simple IRA plan on the first pay period after the first annual anniversary date of TEACHER'S employment with SCHOOL. Specific information regarding the benefit plans to which TEACHER shall be entitled will be provided to TEACHER in accordance with applicable law.
- 3.5. School Term, Holidays and Inclement Weather Closings. The SCHOOL shall operate on an annual basis for the 2020–2021 school year commencing July 1, 2020 and ending June 30, 2021. Each succeeding school year shall commence on July 1 and end on June 30 of the following year (the "School Term"). There shall be 168 instructional days during the 2020 2021 school year. In no event will the number of instructional days be less than that required by the State of Oklahoma. The parties agree that the SCHOOL shall be closed during the 2020 2021 school year on the days shown on Exhibit "A" attached hereto. The HEADMASTER, DIRECTOR, and the Chairman of the Board of SCHOOL, or his/her designee, shall agree to the days of closure for subsequent school years on or before August 1 of each succeeding year. In the event of inclement weather, TEACHER shall consult with HEADMASTER and/or the DIRECTOR, to determine whether SCHOOL will remain open or be closed due to inclement weather.
- 4. <u>Performance</u>. TEACHER agrees to be reasonably available at all times and devote their best efforts and such of their time and efforts as is necessary to the performance of her duties.



The SCHOOL's normal hours of operation shall be from 7:45 a.m. to 4:00 p.m., Monday through Friday, with staff meetings held afterschool once a week at 3:45 or 4:00 p.m.

#### 5. Expenses

- a. The TEACHER may be required, as a condition of her employment, to incur ordinary, necessary, and reasonable expenses in connection the business of the SCHOOL. Unless otherwise arranged by SCHOOL and its HEADMASTER, such expenses shall initially be borne by the TEACHER, and TEACHER will be reimbursed such expenses incurred with the prior approval of SCHOOL upon submission of a receipt and signed expense statement.
- b. Subject to prior approval by HEADMASTER, and SCHOOL's Board of Directors, SCHOOL will provide professional development for TEACHER and will pay workshop costs, travel expenses, etc. in the amount approved.
- 6. Termination. Either party may terminate this agreement for any reason upon sixty (60) days written notice to the other. In the absence of such notice, this Agreement shall be automatically renewed unless either party gives written notice to the other of her or its intent not to renew at least sixty (60) days prior to the beginning of the succeeding School Term. In the event SCHOOL provides the foregoing notice, it may, if it desires, notify TEACHER that her presence at the SCHOOL is no longer required.
- 7. <u>Applicable Law.</u> This Agreement shall be construed in accordance with and governed by the laws of the State of Oklahoma.
- 8. <u>Waiver</u>. The waiver by either party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach thereof.
- 9. <u>Notice</u>. Any and all notices referred to herein shall be sufficient if furnished in writing and sent by certified mail to the representative parties at the addresses subscribed below following their signatures to this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

<u>SCHOOL</u> :	TERRA VE	TERRA VERDE DISCOVERY SCHOOL, INC.	
	Ву:		
	Address:		
		•	
TEACHER:			
	Address:		
		FIRETON	



# Hiring Policies and Procedures

Below critical TVDS hiring policies and procedures.

#### Equal Employment Opportunity Policy

Terra Verde Discovery School abides by all applicable state, federal and local laws pertaining to equal employment opportunities. Therefore, it is the school's policy that it will not discriminate on the basis of race, color, religious creed, age, sex, marital status, sexual orientation, gender identity or expression, national origin, ancestry, present or past history of mental disorder, intellectual disability, learning or physical disability, genetic information or other protected class status under applicable law with respect to hiring, compensation, promotion, discipline, discharge from employment or other terms and conditions of employment. Terra Verde Discovery School selects applicants for employment based on such factors as experience, character, and ability to perform the required duties of the position sought.

The Equal Employment Opportunity policy applies to all employees and applicants for employment regardless of employment position or classification held or applied for. Furthermore, the school prohibits any form of retaliation or adverse employment action against any employee who exercises rights pursuant to any federal, state, or local statute pertaining to equal employment opportunities.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring them to the attention of the Headmaster. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

#### Immigration Law Compliance

Terra Verde Discovery School is committed to employing only United States citizens and aliens who are authorized to work in the United States. The school does not unlawfully discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986 Federal law requires that every employee hired by the school after November 6, 1986, complete the Employment Eligibility Verification Form (commonly called the I-9) within three workdays of the start of work. Employees who fail to provide copies of necessary documents within the first three days will be placed on leave without pay until such documents are provided. Failure to provide such documents within two weeks will result in termination of employment.



Former employees who are re-hired must also complete the form if they have not completed an I-9 with the school within the past three years or, if their previous I-9 is no longer retained or valid.

#### Americans with Disability Act Compliance

Terra Verde Discovery School is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA). Consistent with the school's policy of nondiscrimination, Terra Verde Discovery School will collaborate with Norman Public Schools to provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the school aware of his or her disability, as required by law.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Headmaster.



#### POSITION ANNOUNCEMENT

**Title:** Mandarin Faculty Member K-4

Reports to: Headmaster & Assistant Head of School

Anticipated State Date: August 2020

Terms of Employment: Twelve (12) month position

#### **About Our School:**

Terra Verde Discovery School opened in 2010 and has grown each year to serve traditional students in Kindergarten through 8th grade. With 61 acres on the east side of Norman, the 2020-2021 academic year the school is looking to hire a lower school Mandarin faculty member.

#### Lower School Mandarin Faculty Member

Terra Verde Lower School Division (Grades K-4), Norman, Oklahoma

(Applications will be accepted for this unclassified vacancy until the position has been filled).

#### **Description of Position:**

Under direction, provide necessary leadership to create, assess needs, plan, direct and supervise activities of Terra Verde's lower school Mandarin students. The faculty member will assume a role in the classroom as well as participate in campus activities and programming. The curriculum at TVDS is designed to emphasize both academic and social skills.

#### **Job Goals:**

- To serve as the school's leader in establishing the vision of the school's Mandarin program
- To deliver meaningful, effective supports to students and families
- To provide expertise in the removal of barriers for student instruction and social interaction
- To develop social and cultural activities that enrich academic programming

#### Minimum Qualification:

- Graduation from an accredited college or university with a degree in education or related field [official transcript(s) required];
- Qualified certification(s) [official proof of certification preferred but not required];
- Preferred experience in a public school or equivalent position in a related public/private sector

#### How to Apply

Interested candidates should email a cover letter, resume or CV, to Eric M. Snyder, Headmaster at Terra Verde <u>-eric.snyder@terraverdeschool.com</u> and <u>office@terraverdeschool.com</u>. The subject line of that email should reflect the position title. Applicants are encouraged to act with urgency.

Terra Verde is an Equal Opportunity Employer. We comply with all applicable Federal, State, and local laws concerning discrimination in employment...



## Library Plan

Terra Verde Discovery School has a great room library in our lower school building and individual classroom libraries that faculty maintain. We have been blessed that parent volunteers have put together our library collection and maintain its functioning. Our long-term plan will be to hire a librarian as we grow our collection of book donations. Terra Verde also partners with Norman's east library. Located about a mile from campus the library staff visits our students and confirms they have library cards. Many of our families visit the library upon departure from campus.

"Library Day" at Terra Verde is a highlight of the week for students and faculty alike. Stories are shared, books are browsed, and the love of reading is encouraged. With a catalog of over 6,000 titles, there is sure to be something to spark an interest in the earliest readers through the middle school grades.

The catalog may be found here: Terra Verde Catalog



#### Recruitment

Terra Verde Discovery School is committed to recruiting candidates that possess the qualities and experience that will support the mission of the school. The Headmaster of Terra Verde School in conjunction with the Assistant Head of School, Directors, Founders and Board members will make the final determination on all employment matters.

Each year an "Employment Agreement" will be renewed unless a party notifies the other of a change in employment. Newly hired faculty members will be asked to sign and return the contract by the designated deadline.

Staff and administrators will also receive offer letters approved by the Headmaster and Board at the time of hiring. All job postings shall be posted under the job openings tab on the Terra Verde Discovery School website. All employment offers are contingent upon successfully passing criminal background checks.



# Roles and Responsibilities

## Faculty

Faculty members are individuals who teach as their primary responsibility. All are employed by a contract letter "Letter of Agreement" (see page 6) issued by the Headmaster. Faculty positions are generally considered nine-month positions.

#### Administrator

Administrators are individuals whose primary responsibility is to establish and lead operational policies and procedures for their area. At Terra Verde, Director, Headmaster, and Assistant Head of School are categorized as Administrators.

#### Staff

Staff are defined as full-time or part-time hourly employees. Staff positions include, but are not limited to, clerical staff, maintenance staff, grounds staff, summer camp employees, etc. Staff positions are typically twelve-month positions but may vary based on job duties.

#### Other Classifications

## Advisory Council

The Advisory Council is invited to support the school's mission by sharing expertise in areas that are fundamental to the success of Terra Verde. Advisory council members are encouraged to develop and strengthen relationships with Terra Verde families, friends, and community members, and enhance the visibility of the school in the local and regional community. The Advisory Council will be particularly critical to Terra Verde as it continues to grow by providing educational, business, legal, and philanthropic guidance. The Council meets with the Founders, Director, and the Headmaster quarterly to provide input and counsel on educational planning issues. The Council receives regular school communications from the Headmaster and are expected to promote the mission of the school in the communities in which members live and work.



# **Special Education Services**

Terra Verde Discovery School provides accommodations to students and families who qualify for services through certified and documented educational evaluations. Utilizing these educational evaluations, Terra Verde faculty/staff then create an Individualized Service Plan (ISP). TVDS does not have a licensed psychometrician on staff who can conduct educational evaluations at the current time. Terra Verde does have certified special education teachers on staff as well as teacher aids to help facilitate student ISPs. An ISP is an agreement between TVDS and the family that outlines the accommodations we can provide throughout the academic year. We work closely with Norman Public Schools as well as private enterprises to conduct educational evaluations throughout central Oklahoma.



## Staff Evaluations

The performance review process provides a means for discussing, planning, and reviewing the performance of each employee. Regular performance appraisals:

 Help those who work at Terra Verde clearly define and understand their responsibilities, provide criteria by which their performance will be evaluated, and suggest ways in which they can improve performance.

Performance reviews will be conducted on an annual basis by the administrators of the school. Merit increases in salary are not guaranteed and are based upon performance and the school's financial situation.



# **Volunteers**

Volunteers are welcomed to visit campus to support faculty and staff and to help run fundraising events and other community activities.



#### **Admission Policies**

Terra Verde Discovery School seeks to admit children who are academically, socially, and emotionally ready for the school's unique program of study. Interested parents may request information by completing the contact/inquiry form on our school's website:

https://tvd-ok.client.renweb.com/oa/inquiry.cfm?memberid=2416

#### How to Apply

Applying is easy using our Online Application. We require families to apply online as it simplifies submission and emphasizes ecological sustainability. An online application provides parents a tool for tracking online the status of their admission after their application has been submitted. A non-refundable fee of \$75 must be submitted with each application.

#### Create an Online Application

To begin the Online Application process, Create an Account using FACTS. Then log in to your account and Create a New Student Application for your child. You will then have the flexibility to log in and out of your account and access your open application. <a href="https://www.terraverdeschool.org/admissions/apply-online.cfm">https://www.terraverdeschool.org/admissions/apply-online.cfm</a>

After submitting the application, you will be able to track online your admissions status at the school by logging in to your account. There you will be able to print the completed applications, monitor when the school receives supplemental application forms and, if necessary, reprint the supplemental forms.

#### We Look Forward to Meeting You

To enroll at Terra Verde, we require each family to complete a parent tour. The available tour dates are available on our website at: <a href="http://terraverdeschool.org/admissions/tour-dates/">http://terraverdeschool.org/admissions/tour-dates/</a>.

#### Policy of Non-Discrimination

Terra Verde Discovery School admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. Terra Verde Discovery School does not discriminate based on race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship, and other school-administered programs.



# **Behavior & Discipline Procedures**

Throughout Terra Verde's history, students, faculty, and administrators have all contributed to formulating certain standards and policies, which have become a part of the school's basic philosophy. The Founders, Board, and Advisory Council support these standards and policies. To become a member of the community each student must learn to accept these standards. Many of the school rules are based on our core virtues program. Honesty, Respect, and Service are common values by which student behavior is measured. Students are responsible for their behavior whether they are off or on campus and under school jurisdiction. Terra Verde, however, reserves the right to dismiss a student who is involved in any activity or behavior which does not align with the School's values or best interests, while school is in session or after hours.

The school recognizes the value of an immediate and positive response to disrespectful, inappropriate, and irresponsible conduct. Each response is designed to emphasize an awareness of the student's action(s) and the impact that their conduct has regarding others, school, and society. Parents/guardians are recognized as their child's/ren's first teacher. Interaction with parents/guardians is therefore designed to encourage their involvement, enlist their support in correcting inappropriate conduct and recognizing that the school is not solely responsible for the development and enforcement of standards of appropriate conduct.

When a major school rule is broken in the Upper and Lower School, the Assistant Head of School confers conducts due diligence. The Assistant Head of School may then call a meeting with members of the faculty, the student's parents, and student to discuss disciplinary options.

All Upper and Lower School disciplinary incidents are handled on an individual basis, considering the previous record of the student involved, and the combined interests of the student and the School. We want to encourage families to support the disciplinary process that has been developed with the sole purpose to hold the child accountable for inappropriate behavior.

The Assistant Head of School has the authority to determine clear, consistent consequences for specific offenses for Upper and Lower School students accordingly. Under certain conditions, the medical or emotional well-being of a student may require a level of care not available at Terra Verde Discovery School. In these situations, a student may be required to withdraw from School, permanently or temporarily, at the request of the School and under such terms as the School may prescribe.



#### Upper School Merit & Demerit Policy

Students who fail to meet classroom and school-wide expectations may be given a demerit by an upper school faculty member. Demerits are recorded in RenWeb and are shared across all classes. A student may receive up to four demerits, with each consecutive demerit bearing its own consequences. The consequences are as follows:

• 1 Demerit: One week of mandatory Advisory, participation in school sponsored events can be

revoked

• 2 Demerits: Includes previous consequences and one week of working lunches

• 3 Demerits: Includes previous consequences and an afterschool meeting between the student

and Upper School faculty, The Director, and Assistant Head of School.

• 4 Demerits: Includes previous consequences and a meeting between the student, their

guardian(s), and the Terra Verde administration.

In addition to demerits, students may also earn merits. A student earns merits by going above and beyond in embodying the Four Ps (Be Prompt, Be Prepared, Be Polite, Be Positive) and the Core Virtues of Terra Verde without the expectation of an award or recognition. At the end of the trimester, merits may be spent on an activity or privilege such as an off-campus lunch with faculty/staff.

\*Merit and Demerits are given by faculty. If a Major School Rule is broken, Terra Verde administration reserves the right to provide consequences that are in the best interest of the school.



## Class Size

#### Lower School

The Terra Verde Lower School (pre-k-5<sup>th</sup> grade) class sizes are purposefully small. With a cap of 18 students, the faculty and staff members can successfully manage individual students and explicit project based small group instruction.

## Upper School (6th-8th grade)

Our Upper School programming has grown due the transition to a different development stage. As our middle schoolers grow, we recognize the need for increased social interaction as well as the importance associated with extracurricular activities and social experiences. The upper school program's recent expansion allows for two classes of 18 as opposed to one that exists in the lower school.

#### Transitions Program (Ages 14-22)

Purposefully small, our transitions program accommodates the needs of 8 students max per year.



#### **Enrollment Procedures**

We ask that re-enrollment and new student enrollment be submitted by February 15th each year. To maintain our commitment to ecological sustainability we utilize an online enrollment/re-enrollment system. Each winter, Terra Verde families are sent an email with instructions on "how to" complete the process. To complete the process, you will be required to create a "ParentsWeb" login. Detailed instructions will be included in the email.

#### Visit Day

A required component of the admissions process is a TVDS Visit Day. Prospective students are invited to visit campus to experience a day in the life of a Terra Verde student. It is important to note that completion of a Visit Day does not guarantee admission. After the child has spent time in the classroom setting and amongst prospective peers, our admissions team will meet to review your child's previous school records and discuss our ability to meet his/her needs. Our goal is to make the admissions process as timely as possible but know that coordinating team schedules as well as time to receive school records may delay the process. Families will be notified of acceptance status via a mailed letter as soon as the process is complete.

#### Incoming Kindergarten/Pre-K Playdate

We receive a high volume of kindergarten and pre-k applications each year. To make a fair assessment of whether we can meet each child's needs, we host an annual Incoming Playdate. Each playdate takes place in December for students seeking admission the following August. Morning and afternoon sessions are hosted by the TVDS Admission Team, which includes the Director, Assistant Head of School, kindergarten teacher, resource teacher, and other faculty members. Students take part in developmentally appropriate whole group and small group lessons, activities, and play. After the playdate is complete, the Terra Verde Admissions Team comes together to evaluate the applicants and configure classes. While formal accepted is granted, all students are admitted for a trial period.

#### **Summer Admission**

At times, new students seek admission over a summer break, which does not allow for a Visit Day. In this case, the TVDS Admissions Team will review school transcripts and meet with the parents and/or student. A tentative decision will be reached, and the student will be admitted on a trial basis. Official enrollment will take place after the first three weeks of school, given that TVDS faculty are confident they can meet the student's needs.

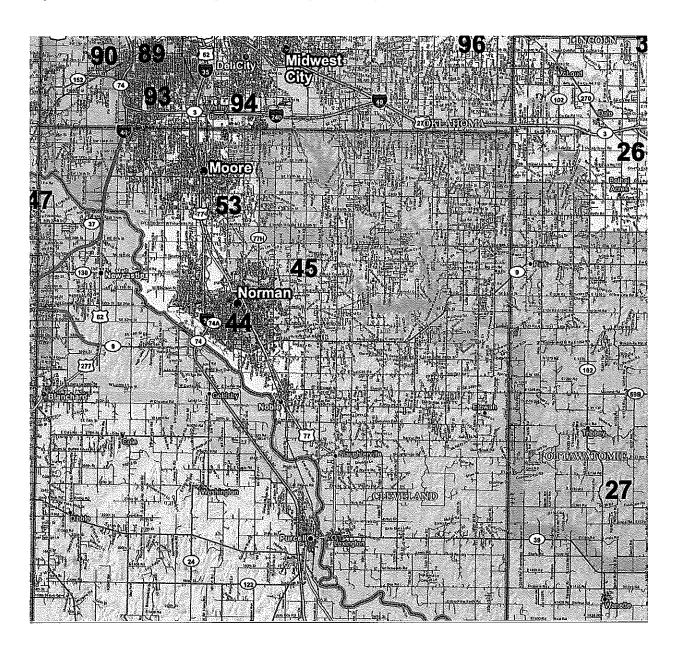
#### Trial Period

Terra Verde employs a three-week trial period for all prospective students to ensure that Terra Verde is the best-fit school for the child. During this trial period, we carefully consider the dynamics of the incoming student within the existing classroom. Once admitted, the child becomes a valued part of the classroom community, and his/her needs are then considered when admitting new students.



# **Geographic Boundaries**

Terra Verde Discovery School geographic boundaries are not finite per some public-school requirements. As a private institution, we welcome students to attend our day campus sessions regardless of location. The map below encompasses rough boundaries for our families.





## Interviews/Tuition/Fees

Terra Verde does not conduct interviews prior to enrollment. We do however, schedule playdates and visit days for students annually. The tuition information is below. Terra Verde does not charge fees to attend.

#### **ELEMENTARY TUITION (2020/2021)**

Kindergarten - Fifth Grade: \$10,506

Tuition can be paid:

Annually: August 5th payment

Bi-Annually: August 5th and January 5th payments

Monthly: 10 Month (Aug-May)

12 Month (Aug-July) Payment Options.

Payments deducted on the 5th of each month.

#### MIDDLE SCHOOL TUITION (2020/2021)

6th-8th Grade: \$11,536 Tuition can be paid:

Annually: August 5th payment

Bi-Annually: August 5th and January 5th payments

Monthly: 10 Month (Aug-May) and 12 Month (Aug-July)

Payments deducted on the 5th of each month.

#### ADDITIONAL CHARGES

Many of the costs for field trips, transportation, technology, and testing are included in the tuition. The Guardian shall be responsible for additional charges that may accrue on behalf of the student in connection with school programs and activities. Faculty provides school supply lists at the start of the year. We ask that each child have a raincoat, rain boots (to be kept in your child's cubby/locker all year), and a reusable water bottle.

#### STUDENT WITHDRAWAL OR DISMISSAL

The parent/guardian has the right to withdraw the student's application for enrollment for the 2020-2021 School Year without penalty (except forfeit of the Enrollment Deposit) by providing written notice to the School on or before June 1, 2020. Should the student withdraw or otherwise cease to be enrolled in Terra Verde for any reason after June 1, 2020, the parent/guardian shall be responsible for the full tuition.



# Introduction

Terra Verde Discovery School currently enrolls children in pre-kindergarten through eighth grade. Our Transitions program enrolls students with developmental delays ages 14-22 in a purposeful experience that focuses on independent living skills.



# **Target Student Population**

The core mission of Terra Verde is to preserve the joys of childhood and learning. As such, our enrollment process does not target specific types of students in our pre-k-8<sup>th</sup> grade programming. The only restriction TVDS has in place pertains to students with emotional disturbance (ED) as we simply do not have the resources to accommodate the needs associated with the condition.



## **Timelines**

FROM THE TVDS ADMISSIONS OFFICE

# Application Process Timeline

## Complete Application Online

#### STEP 1

Applying online simplifies submission and emphasizes ecological sustainability. An online application provides parents a tool for tracking the status of their admission after their application has been submitted. A non-refundable fee of \$75 must be submitted with each application. The timestamped date is a critical component of our admissions process.

#### Schedule Parent Tour

#### STEP 2

The tour is a required component of the admissions process. Parents only, please. You may sign up for your preferred tour date by calling 405-366-6362 or emailing office@terraverdeschool.com.

We look forward to meeting you!

## Attend Visit Day/Playdate

#### STEP 3

Pre-K and Kindergarten playdates occur in December annually. Middle School visits are scheduled on an Individual basis

# **Enrollment Paperwork Sent**

#### STEP 4

Terra Verde will review all application materials, including transcripts and send an letter of acceptance along with an enrollment link to the email address on file.

## Complete and submit

#### STEP 5

Family completes enrollment paperwork and finalizes tuition agreement. Re-enrolling students should complete enrollment paperwork prior to February 15th annually.

REDRA VEROE DISCOVERY SCHOOL



## **Timelines**

FROM THE TVDS ADMISSIONS OFFICE

# Application Process Timeline

## **Complete Application Online**

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## Complete and submit

#### STEP 5

Family completes enrollment paperwork and finalizes tuition agreement. Re-enrolling students should complete enrollment paperwork prior to February 15th annually.

TERRA YORDS DISCOVERY SCHOOL



## Uniforms

Terra Verde does not have school uniforms. Our Dress Code policy is below.

Students are expected to be dressed and groomed. Respect for Terra Verde, as well as oneself, demands appropriate dress at all times. Inappropriately dressed students will be asked by school personnel to change or cover themselves to conform to these expectations. We do not permit bras to show and ask that shorts/skirts are no shorter than thumb length (with hands straight down to side).